



City of St. Helena
Regular City Council Meeting
Tuesday, August 27, 2024 @ 6:00 PM
Vintage Hall Board Room - Second Floor
465 Main Street, St. Helena

PLEASE NOTE: Any person who wishes to speak regarding an item on the agenda or make a comment under the "Oral Communication" portion of the agenda may do so, but please observe the time limit of four minutes. The Mayor may reduce the four minute time limit for all speakers in circumstances where a large number of citizens intend to make public comment.

Public comment for meetings will be accepted via email to publiccomment@cityofstheleena.org. All public comments must be received three hours prior to the meeting. All other public comments received after the deadline will be attached to the item the next business day or soon thereafter. Public comments will not be read out loud but will be publicly available and attached to the on-line agenda.

The schedule of upcoming meetings and published meeting agendas can be found on the City of St. Helena website at <https://stheleena.civicweb.net/portal/>.

Page

1. CALL TO ORDER
2. ROLL CALL
Mayor: Paul Dohring, Vice Mayor Eric Hall:, City Council Members: Anna Chouteau, Patrick Kenealy, Billy Summers
3. PLEDGE OF ALLEGIANCE
4. ADOPTION OF THE AGENDA
5. APPROVAL OF THE MINUTES

Estimated start time: 6:05 p.m.

- 5.1. Consideration and proposed approval of Regular Meeting Minutes of August 13, 2024.

7 - 13

[Regular City Council - 13 Aug 2024 - Minutes](#)

6. PUBLIC FORUM:
Members of the public are entitled to speak on matters of municipal concern not on the agenda during Public Forum. Each person's comments shall be limited to 4 minutes. Each person is entitled to speak on any non-agendized item only once at any meeting. Brief questions by Council Members for clarifications may be posed and answered, and Council Members may make requests that items be placed on future agendas, but in accordance with state law, no substantive discussion or action may take place unless and until the matter properly appears on the agenda.

Estimated start time: 6:10 p.m.

7. REPORTS BY STAFF AND CITY COUNCIL, FUTURE AGENDA ITEMS, AND

AB 1234 REPORTS:

Reports by staff and/or Council Members on items of general interest. Brief questions for clarification may be posed and answered, and Council Members may request that items be placed on a future agenda. Except under certain circumstances, the Brown Act prohibits any other discussion or action by the City Council.

Estimated start time: 6:20 p.m.

8. PRESENTATIONS AND PUBLIC RECOGNITIONS

9. STAFF BRIEFING

10. CONSENT ITEMS

Members of the Council or the public (present at the meeting) may ask that any items be considered individually for purposes of considering alternative action, for extended discussion, or for public comment. Unless that is done, one motion may be used to adopt all recommended actions. (Roll Call Vote)

Estimated start time: 6:30 p.m.

- 10.1. Consideration and Proposed Approval of a Resolution Establishing the 2025 Tax Rate for General Obligation Bonds. 15 - 17

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Recommendation:

Staff recommends approval of the attached resolution.

[Staff Report - Pdf](#)

- 10.2. Waiver of second reading and approval of an Ordinance amending and restating Chapter 12.08 of the St. Helena Municipal Code to clarify maintenance responsibility of property frontage debris, surveyor requirements and street repair responsibilities as discussed as directed by Council at the July 23, 2024 City Council meeting. 19 - 36

CEQA Determination: Exempt

Prepared By: Eric Janzen, Assistant Public Works Director

Recommendation:

Introduce and waive the second reading of the proposed revisions to the ordinance.

[Staff Report - Pdf](#)

- 10.3. Proposed approval of a resolution authorizing Amendment #1 to the Professional Services Agreement with California Consulting in the amount of \$25,000, for a total amount not-to-exceed of \$50,000 to provide grant research and writing support on an as needed basis. 37 - 57

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Recommendation:

Staff recommends approval of the attached resolution.

[Staff Report - Pdf](#)

- 10.4. July 2024 Review and Forecasting of City Water Supply Availability. 59 - 64

CEQA Determination: Not a CEQA project
Prepared By: Ian Dale, Environmental Services Tech
Recommendation:
Receive and file.

[Staff Report - Pdf](#)

11. PUBLIC HEARINGS

Estimated start time: 6:40 p.m.

- 11.1. Introduction of Ordinance Adding Sections 15.18.020 through 15.18.090 of the St. Helena Municipal Code Chapter 15, (Buildings and Construction) to reduce Greenhouse Gas Emissions and the impacts of climate change. 65 - 77

CEQA Determination: This action is exempt from the requirements of CEQA under the "General Rule", Section 15061 (b) (3), in that it can be seen with certainty that no environmental impacts will result from this action; and Section 15273 given that CEQA does not apply to Rates, Tolls, Fares and Charges.

Prepared By: Philip Henry, Chief Building Official

Recommendation:

Introduce and waive the first reading of the proposed Ordinance to:

1. Find that the proposed addition of Sections 15.18.020 through 15.18.090 to the St. Helena Municipal Code Chapter 15 is exempt from CEQA pursuant to CEQA Guideline Section 15061(b)(3); and .
2. Add Sections 15.18.020 through 15.18.090 to the St. Helena Municipal Code Chapter 15.

[Staff Report - Pdf](#)

[Public Comment. Chris Warner](#)

[Public Comment.Napa Climate NOW!](#)

12. OLD BUSINESS

None.

13. NEW BUSINESS

Estimated start time: 6:55 p.m.

- 13.1. Adopting a resolution appointing one applicant to the Library Board of Trustees to fill a vacancy 79 - 91

CEQA Determination: Not a CEQA project

Prepared By: Cindy Tzaopoulos, City Clerk

Recommendation:

Adopt a resolution appointing an applicant to the Library Board of Trustees.

[Staff Report - Pdf](#)

- 13.2. Review, Discussion, and Direction of Ad Hoc Water/Wastewater Exploratory Committee Recommendation to City Council.

93 - 107

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Assistant City Manager

Recommendation:

Review and discuss the WWE Committee recommendation and provide direction to staff.

[Staff Report - Pdf](#)

[Public Comment.Chris Warner](#)

[Public Comment.Garry Rose](#)

14. CITY COUNCIL REPORTS:

- 14.1. A. Association of Bay Area Governments (ABAG) - Executive Board
B. Association of Bay Area Governments (ABAG) - General Assembly

C. Napa Valley Tourism Corporation (Umbrella for Napa County)

D. League of California Cities – North Bay Division

E. Napa County City Selection Committee

F. Napa County Flood Control and Water Conservation District

G. Youth Opportunities Commission

H. Napa County Local Agency Formation Commission (LAFCO)

I. Napa Valley Transportation Authority (NVTa)

J. Napa County Watershed Information Center & Conservancy (WICC)

K. Upper Valley Waste Management Agency

L. Napa County Groundwater Sustainability Plan Advisory Committee

M. Napa County Regional Climate Action Committee

N. Council Ad Hoc and Standing Committee Reports

15. ADJOURNMENT

The next Regular City Council meeting is scheduled for September 10, at 6:00 p.m.

This agenda was posted at City Hall, 1088 College Avenue, and at Vintage Hall, 465 Main Street, St. Helena, California on 27 Aug 2024.



Cindy Tzafoopoulos, City Clerk

In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call the City Clerk's Office (707) 967-2792. Notification 72 hours prior to the meeting as required by Section 202 of the Americans with Disabilities Act will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

CHALLENGING DECISIONS OF CITY ENTITIES

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City of St. Helena is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision, including without limitation Government Code section 65009 applicable to many land use and zoning decisions, Government Code section 66499.37 applicable to the Subdivision Map Act, and Public Resources Code section 21167 applicable to the California Environmental Quality Act (CEQA). Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. Government Code section 65009 and 66499.37, and Public Resources Code section 21167, impose shorter limitations periods and requirements, including timely service in addition to filing.

If a person wishes to challenge the above actions in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of St. Helena, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

Any supplemental writings or documents distributed to a majority of the City Council regarding any item on this Agenda, after the posting of the Agenda, will be available for public review in the City Clerk's Office located at 1088 College Avenue, St. Helena, California, during normal business hours and by appointment. In addition, such writings or documents will be made available on the City's web site at <https://sthelena.civicweb.net> and will be available for public review at the respective meeting.

MINUTES
City of St. Helena
Regular City Council Meeting
Tuesday, August 13, 2024 @ 6:00 PM
Vintage Hall Board Room - Second Floor
465 Main Street, St. Helena

A complete video recording of this meeting, except for closed session, can be found at <https://sthelena.civicweb.net/Portal/> or by calling the City Clerk at (707) 968-2742. The City Council video is the official record of the Council meeting.

Present: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, and Council Member Billy Summers

Absent: Council Member Patrick Kenealy

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**
- 4. ADOPTION OF THE AGENDA**

4.1

Vice Mayor Eric Hall moved to adopt the agenda. The motion was seconded by Council Member Anna Chouteau and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, and Council Member Billy Summers

NOES: None

ABSENT: Council Member Patrick Kenealy

ABSTAIN: None

RECUSE: None

- 5. ADOPTION OF MINUTES**

- 5.1 Consideration and proposed approval of Regular Meeting Minutes of July 23, 2024

Vice Mayor Eric Hall moved to approve the Regular Meeting Minutes of July 23, 2024. The motion was seconded by Council Member Anna Chouteau and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, and Council Member Billy Summers

NOES: None

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ABSENT: Council Member Patrick Kenealy
ABSTAIN: None
RECUSE: None

6. PUBLIC FORUM:

No public comment was received.

7. REPORTS BY STAFF AND CITY COUNCIL, FUTURE AGENDA ITEMS, and AB 1234 REPORTS:

City Attorney Ethan Walsh noted there was no reportable action from the August 13, 2024 special City Council closed session meeting.

Reports were made by staff and City Council.

8. PRESENTATIONS AND PUBLIC RECOGNITIONS

- 8.1 Presentation of Capital Improvement Program Project Update by Joe Leach, Public Works Director

Interim Asst. Director of Public Works, Lesley Milton, presented on behalf of Director Leach.

- 8.2 This item will not be heard and continued to August 27, 2024.

~~Presentation of SMART water meter operation in preparation for project implementation by Joe Leach, Public Works Director~~

9. STAFF BRIEFING

10. CONSENT ITEMS

Members of the Council or the public may ask that any items be considered individually for purposes of considering alternative action, for extended discussion, or for public comment. Unless that is done, one motion may be used to adopt all recommended actions. (Roll Call Vote)

- 10.1 Consideration and adoption of a resolution authorizing Amendment #1 to Professional Services Agreement (PSA) FY2024-026 with consultant North Coast Community Planning related to providing contract planning entitlement processing services to the City for an additional \$125,000 for a total contract amount not to exceed \$150,000.

CEQA Determination: Not a CEQA project
Prepared By: Maya DeRosa, Community Development Director
Recommendation:
Approve and adopt the attached resolution.

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- 10.2 Consideration of a Resolution to set a Public Hearing for 6:00 p.m. Tuesday, September 24, 2024, to consider objections to the proposed annexation of the property known as 1582 Sulphur Springs Avenue, St. Helena, CA (APN 009-362-021), into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 150.

CEQA Determination: Not a CEQA project

Prepared By: Rebecca White, Administrative Assistant

Recommendation:

It is recommended City Council approve the Resolution and set a Public Hearing for September 24, 2024 to consider objections to the proposed annexation of the property known as 1852 Sulphur Springs Ave (APN 009-362-021), into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 150.

- 10.3 Adopt a Resolution authorizing the purchase of chemicals from JENFITCH for the Water Treatment Plant in the amount of \$35,000 for FY 2024/2025.

CEQA Determination: Not a CEQA project

Prepared By: Lesley Milton, Interim Assistant Director of Public Works - Operations

Recommendation:

It is recommended that the City Council authorize the purchase of JC 9465 and JC 1675 from JENFITCH as per the provided quotations. This authorization will enable timely implementation of the new treatment process, ensuring continued improvement in raw water quality.

- 10.4 Approve Resolution Authorizing the Purchase of a Used Telehandler Tractor Unit for the Wastewater Treatment Plant for a not-to-exceed cost of \$50,000.

CEQA Determination: Not a CEQA project

Prepared By: Lesley Milton, Interim Assistant Director of Public Works - Operations

Recommendation:

It is recommended that the City Council approve the purchase of the telehandler equipment for the Wastewater Treatment Plant.

Vice Mayor Eric Hall moved to approve items 10.1 - 10.4. The motion was seconded by Council Member Anna Chouteau and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, and Council Member Billy Summers

NOES: None

ABSENT: Council Member Patrick Kenealy

ABSTAIN: None

RECUSE: None

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10.5 This item was pulled.

~~Approval of a Resolution Authorizing Amendment No. 7 to STH Contract: FY2021-077 amending the scope of services to provide a temporary Wastewater Treatment Operator Grade 1 position during Membrane Bioreactor (MBR) Start-up operations and 0.5 Underground Utilities Superintendent adding an additional cost of \$125,639 for a total amount not-to-exceed of \$1,522,825 and Authorizing Amendment No. 8. to STH Contract: FY 2021-048 amending the scope of services to provide 0.5 Underground Utilities Superintendent adding an additional \$40,639 for a not-to-exceed cost of \$3,624,644.~~

10.5 Approval of a Resolution Authorizing Amendment No. 7 to STH Contract: FY2021-077 amending the scope of services to provide a temporary Wastewater Treatment Operator Grade 1 position during Membrane Bioreactor (MBR) Start-up operations and 0.5 Underground Utilities Superintendent adding an additional cost of \$125,639 for a total amount not-to-exceed of \$1,522,825 and Authorizing Amendment No. 8. to STH Contract: FY 2021-048 amending the scope of services to provide 0.5 Underground Utilities Superintendent adding an additional \$40,639 for a not-to-exceed cost of \$3,624,644.

CEQA Determination: Not a CEQA project

Prepared By: Lesley Milton, Interim Assistant Director of Public Works - Operations

Recommendation:

Approve the resolution authorizing the contract amendments with OTS Services for temporary operator service during the Wastewater Treatment Plant Upgrades project (CIP No. S-52) testing and training phase of the facility completion and for recruitment for other required positions.

Clarification was made on the item.

No public comment was received.

Vice Mayor Eric Hall moved to approve item 10.5. The motion was seconded by Council Member Anna Chouteau and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, and Council Member Billy Summers

NOES: None

ABSENT: Council Member Patrick Kenealy

ABSTAIN: None

RECUSE: None

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11. PUBLIC HEARINGS

- 11.1 Introduction and first reading of an ordinance amending Section 15.36.050(A)(3) of the St. Helena Municipal Code to allow for certain traffic calming measures, including speed cushions under the approval of the Fire Chief.

CEQA Determination: Not a CEQA project

Prepared By: Jose Calderon, Engineering Technician II

Recommendation:

City Council to introduce and waive first reading of an Ordinance of amending section 15.36.050(A)(3) of the St. Helena Municipal Code to allow for various traffic calming measures on public streets in the City of St Helena subject to the approval of the Fire Chief.

Jose Calderon, Engineering Technician II reported on the item.

Kara Warner, Napa County Bicycle Coalition addressed the City Council.

It was the consensus of the City Council to bring this item back at a future meeting for reconsideration.

12. OLD BUSINESS

13. NEW BUSINESS

- 13.1 Consideration and proposed approval of a resolution authorizing the St. Helena High School annual Homecoming Parade on Main Street, and authorizing City staff to provide traffic control before, during, and after the parade.

CEQA Determination: Not a CEQA project

Prepared By: Rebecca White, Administrative Assistant

Recommendation:

Staff recommends the City Council adopt the resolution authorizing the St. Helena High School annual Homecoming Parade on Main Street authorizing City staff to provide traffic control before, during, and after the parade.

Lesley Milton, Interim Asst. Director of Public Works reported on this item.

No public comment was received.

Vice Mayor Eric Hall moved to adopt the resolution authorizing the St. Helena High School annual Homecoming Parade on Main Street authorizing City staff to provide traffic control before, during, and after the parade. The motion was seconded by Council Member Anna Chouteau and on roll call carried by the following vote:

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AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, and Council Member Billy Summers

NOES: None

ABSENT: Council Member Patrick Kenealy

ABSTAIN: None

RECUSE: None

13.2 Boards, Committees & Commissions Recognition:

- Active Transportation & Sustainability Committee
- Library Board of Trustees
- Parks and Rec Commission
- Planning Commission
- Napa County Mosquito Abatement - St. Helena Representative
- Active Transportation Advisory Committee (ATAC) to NVTa
- Measure H Oversight Committee
- Ad Hoc Water/Wastewater Exploratory Committee (disbanded)

Mayor Dohring recognized all the boards, committees and commissions.

No public comment was received.

14. CITY COUNCIL REPORTS:

14.1 A. Association of Bay Area Governments (ABAG) - Executive Board

B. Association of Bay Area Governments (ABAG) - General Assembly

C. Napa Valley Tourism Corporation (Umbrella for Napa County)

D. League of California Cities – North Bay Division

E. Napa County City Selection Committee

F. Napa County Flood Control and Water Conservation District

G. Youth Opportunities Commission

H. Napa County Local Agency Formation Commission (LAFCO)

I. Napa Valley Transportation Authority (NVTa)

J. Napa County Watershed Information Center & Conservancy (WICC)

K. Upper Valley Waste Management Agency

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L. Napa County Groundwater Sustainability Plan Advisory Committee

M. Napa County Regional Climate Action Committee

N. Council Ad Hoc and Standing Committee Reports

15. ADJOURNMENT

Mayor Dohring adjourned the meeting at 7:09 p.m.

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Cindy Tzaopoulos, City Clerk



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Finance

DATE:	August 27, 2024
FROM:	Mandy Kellogg, Administrative Services Director
SUBJECT:	Consideration and Proposed Approval of a Resolution Establishing the 2025 Tax Rate for General Obligation Bonds.
RECOMMENDED ACTION:	Staff recommends approval of the attached resolution.
PREVIOUS COUNCIL ACTION:	October 25, 2022 - Approval of Resolution 2022-98 authorizing the issuance and sale of General Obligation Bonds in an aggregate principal amount not to exceed \$6,000,000. September 12, 2023 - Resolution 2023-116 Establishing 2024 Tax Rate for General Obligation Bonds.
STATEMENT OF THE PURPOSE:	The purpose is to establish the 2025 Tax Rate for the General Obligation Bonds.
FINANCIAL IMPACT:	The fiscal impact to the City of St. Helena will be revenue of approximately \$349,038 to Fund 421 to pay for debt service on the City's General Obligation Bonds.

BACKGROUND:

On February 22, 2022, the City Council adopted Ordinance 2022-3 (Measure H), an ordinance ordering the submission of a proposition to incur bonded indebtedness to the voters. Measure H was successful in the June 2022 election.

The object and purpose of the Bonds is to finance the costs of municipal improvement projects of the City (the "Improvements"), consisting of drinking water system improvements, including but not limited to Bell Canyon Spillway repairs, water main rehabilitation and replacements, valve replacements, Bell Canyon Phreatic Surface Monitoring, lower reservoir rehabilitation, and replacing pipes to increase fire flow, sewer system improvements, including but not limited to replacing pipes and making Crinella Lift Station improvements, stormwater system improvements, including but not limited to replacing pipes, drains, culverts and other components of the system, and recycled water system improvements, including but not limited to providing pump station and pipes to distribute recycled water, all as acquired or constructed by the City to protect local water quality/supply, improve drought resilience, keep sewage, pollution, trash and chemicals from local rivers, creeks and streams, and protect safe, sustainable, local water sources.

On September 12, 2023, City Council approved Resolution 2023-16 establishing the Fiscal Year 2023-24 Tax Rate for the General Obligation Bonds, which needs to be reestablished for Fiscal Year 2024-25.

DISCUSSION:

On October 25, 2022, the City Council approved Resolution 2022-98 authorizing the issuance and sale of General Obligation Bonds in an aggregate principal amount not to exceed \$6,000,000, which is the first of three tranches to be issued. The first tranche bonds were sold and awarded pursuant to a competitive bidding process held on November 15, 2022.

Each year the City Council will review and adopt a resolution setting the rate to be charged on property tax bills for the General Obligation Bonds passed by the voters. These assessments are required to generate revenues to pay for debt service on the City's General Obligation Bonds over the current fiscal year.

The original estimate was that the rate would not be more than \$26.99 per \$100,000 with an average tax of \$15.22. In Fiscal Year 2023-24 the tax rate on the City's General Obligation Bonds was established at \$10.82 per \$100,000 assessed valuation or \$0.01082 per \$100.

The tax rate on the City's General Obligation Bonds for Fiscal Year 2023-24 is \$10.11 per \$100,000 assessed valuation or \$0.01011 per \$100.

ENVIRONMENTAL REVIEW:

None.

GOAL:

Goal 3: Pursue Water Security & Sustainable Management of Water Resources

DOCUMENTS ATTACHMENTS:

[Resolution - Establishing a Tax Rate for Servicing Debt Obligations](#)

CITY OF ST. HELENA

RESOLUTION NO. 2024-____

**ESTABLISHING A TAX RATE FOR SERVICING DEBT
OBLIGATIONS INCURRED BY THE ISSUANCE OF
2022 GENERAL OBLIGATION BONDS – MEASURE H,
TO BE EFFECTIVE FOR THE 2024-25 FISCAL YEAR**

RECITALS

- A. Each year the City must determine and set the tax rate necessary to generate sufficient revenues from property taxes to pay debt service for the subject fiscal year; and
- B. The City has determined that during fiscal year 2024-25, \$349,038 must be raised by taxation for the purpose of servicing debt incurred by the issuance of the 2022 General Obligation Bonds – Measure H.

RESOLUTION

NOW, THEREFORE, the City Council of the City of St. Helena resolves as follows:

- 1. The City Council determines that the tax rate for Fiscal Year 2024-25 for servicing debt obligation incurred by the issuance of the 2022 General Obligation Bonds shall be \$10.11 per \$100,000 of assessed valuation for all properties on the City's Tax Roll.

Approved at a Regular Meeting of the St. Helena City Council on August 27, 2024, by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____

Council Member Pat Kenealy: _____

Council Member Billy Summers: _____

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Cindy Tzaopoulos, City Clerk



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	August 27, 2024
FROM:	Eric Janzen, Assistant Public Works Director
SUBJECT:	Waiver of second reading and approval of an Ordinance amending and restating Chapter 12.08 of the St. Helena Municipal Code to clarify maintenance responsibility of property frontage debris, surveyor requirements and street repair responsibilities as discussed as directed by Council at the July 23, 2024 City Council meeting.
RECOMMENDED ACTION:	Introduce and waive the second reading of the proposed revisions to the ordinance.
PREVIOUS COUNCIL ACTION:	On July 23, 2024, the City Council introduced and waived the first reading of an Ordinance amending Chapter 12.08 of the SHMC. During discussions, Council requested a minor change to the language replacing references "his or her" with "property owner".
STATEMENT OF THE PURPOSE:	To review revisions to Title 12 of the St. Helena Municipal Code meet Council expectations, waive second reading and adopt Ordinance.
FINANCIAL IMPACT:	None.

BACKGROUND:

On January 23, 2024, the City Council of the City of St. Helena introduced and waived the first reading of an ordinance amending Chapter 12.08 of the St. Helena Municipal Code. During discussions, the Council expressed a desire to further amend Chapter 12.08 and directed Staff to prepare a separate ordinance addressing Council comments.

On July 23, 2024, the City Council of the City of St. Helena introduced and waived the first reading of the supplemental ordinance amending Chapter 12.08 of the St. Helena Municipal Code. During discussions, the Council expressed a desire to replace proposed references to "his or her" with "property owner".

DISCUSSION:

Staff implemented Council's direction as discussed at the first reading on July 23, 2024. Staff is presenting the following updated amendments for the second reading:

SHMC Section 12.08.020, sub-section "A" has been revised to read:

- "A. It shall be the duty of every owner of real estate within the city fronting on a public street to remove and clean away, at the property owner's own expense, the weeds, grass, brush and debris in the public right-of-way in front of property owner(s) premises from the property line to the centerline of the street. It shall be the duty of the City to provide periodic street sweeping service to supplement the efforts of owners subject to this provision"

SHMC Section 12.08.110 has been revised to read:

- "The Director of Public Works may require a property owner(s) who construct, alter or re-construct sidewalk fronting their property to first obtain the correct line and grade at the property owner's sole expense by a surveyor licensed in the State of California. The Director of Public Works may waive this requirement when a property owner performs maintenance or repair of an existing sidewalk where the existing alignment is not in dispute and is being retained."

SHMC Section 12.08.150 has been revised to read:

- "When the Director of Public Works determines a portion of the public right of way, for which the adjoining property owner is responsible, is needing repair, the Director of Public Works or their designee shall issue written notice to the responsible property owner in the manner and form prescribed by Sections 5611-5614 of the California Streets and Highways Code. The notice shall describe the repair to be made, reference the applicable City construction standard and the time period to complete the work.

An owner who fails or neglects to complete the repair within the time period specified in the notice or adhere to the City construction standard shall be guilty of a misdemeanor and shall also forfeit to the city the sum of fifty dollars (\$50.00) and the actual cost for the City to complete the repair in the owner's stead. Such sum may be recovered by the city in a civil action brought in any court of competent jurisdiction"

ENVIRONMENTAL REVIEW: Not a CEQA project.

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability
 Goal 4: Provide Effective Community Information & Opportunities for Engagement
 Goal 5: Enhance Quality of Life

DOCUMENTS ATTACHMENTS:

[CURRENT.SHMC Section 12.08.Sidewalk Maintenance Revised - Redline Version](#)
[CURRENT.SHMC Section 12.08.Sidewalk Maintenance Revised - Clean Version](#)
[ORDINANCE.St. Helena Ordinance re Property Owner's Obligation to Maintain Sidewalk-c1](#)

**PROPOSED REVISIONS TO SHMC CHAPTER 12.08 – CONSTRUCTION AND MAINTENANCE
(OF SIDEWALKS)**

Note: Full Chapter shown for context.

12.08.010 Duty of property owners to repair sidewalks.

A. California Streets and Highways Code Sections 5610 through 5630, as they now exist or are from time to time hereafter amended, are referred to and are incorporated by reference into this code. Where authority to enforce State code is vested in the superintendent of streets that authority shall be delegated to the Director of Public Works for the City of St. Helena.

B. Notwithstanding California Streets and Highways Code Section 5610 through 5630 and subsection (A) of this section, the owners of lots or portions of lots fronting on any portion of a public street within the St. Helena city limit shall maintain the sidewalk in such condition that the sidewalk will not endanger persons or property. The sidewalk shall be maintained in a condition which will not interfere with the public convenience in the use of those works.

C. Notwithstanding subsection (B) of this section, maintenance and repair of sidewalks, which includes curb, gutter and storm drainage structures, on Main Street between Sulphur Creek Bridge and Pine Street, shall be the responsibility of the city in every case where damage to the sidewalk is caused by street trees for which the city has responsibility under Section 12.24.070, or by a tree designated as a heritage tree for which the city has responsibility under Section 12.24.120, except for damage as a result of over watering and any other damage not caused solely by the tree(s).

D. In addition to the provisions of this Chapter 12.08 regarding the construction and maintenance of sidewalks, the Director of Public Works may establish procedures and design standards which govern the maintenance of repair of sidewalks throughout the city in order to provide property owners an opportunity to comply with maintenance and repair requirements in a cost effective manner, consistent with the purpose and provisions of this chapter and Title 12 of this code and any other applicable laws and regulations. (Ord. 06-3 (part); prior code § 13.3)

E. Where the provisions of this Chapter and the California Streets and Highways Code Sections 5610 through 5630, as they now exist or are from time to time hereafter amended conflict, the more stringent code shall prevail.

12.08.020 Duty of property owners to clean public right-of-way in front of premises.

A. It shall be the duty of every owner of real estate within the city fronting on a public street to remove and clean away, at his or her own expense, the weeds, grass, brush and debris in the public right-of-way in front of his or her premises from the property line to the center of the street. It shall be the duty of the City to provide periodic street sweeping service to supplement the efforts of owners subject to this provision. (Prior code § 13.4)

B. It shall be the duty of every owner of real estate within the city fronting a street intersection to remove and clean away, at his or her own expense, the weeds, grass, brush and debris that interfere with or impair the vision of operators of vehicles at street intersections.

12.08.025 Liability for injuries to the public.

A. Any property owner to whom Sections 12.08.010 and 12.08.020 apply shall owe a duty to members of the public to comply with those sections and with all applicable provisions of California Streets and Highways Code Sections 5610 through 5630, as incorporated by reference into this code. If any property or person suffers injury or damage as a result of a property owner's failure to comply with the requirements of Sections 12.08.010 and 12.08.020, or with other applicable law that requires a property owner to maintain and repair sidewalks, the property owner shall be liable to such person for the resulting injury or damage.

B. Notwithstanding the duty of care established by subsection (A) of this section, if any property or person suffers injury or damage as a result of the city's failure to repair any sidewalk for which the city has the responsibility to maintain and repair under Section 12.08.010, liability for such resulting injury or damage shall be determined according to law. (Ord. 06-3 (part))

12.08.040 Water drains emptying into streets. (No change)

All water drains constructed or maintained for the purpose of discharging water into the public streets shall be so constructed that the waters will not be discharged upon or over any sidewalk or permitted to flow over or across the same, but shall be conducted beneath the sidewalk and discharged into the gutter of the street beneath the curb line thereof. Except as specifically authorized by the director of public works, such drains may be only for the purpose of conducting water from the exteriors of buildings and other improvements and may not drain water or any other materials from within the buildings and other improvements. The director of public works may authorize a special water drain connection for the purpose of disposing of uncontaminated water from an overflow, ground water sump, condenser, or other source. In authorizing a special water drain connection, the director of public works will consider the quality and quantity of water to be drained into the street and possible impacts on the public. All water drains not in compliance with the provisions of this section shall be reconstructed so far as may be necessary to comply with the provisions of this section. (Prior code § 13.6)

12.08.050 Permit required.

It is unlawful for any person to construct or cause to be constructed in any street in the city any sidewalk, driveway approach, curb or gutter without first obtaining a permit in writing to do so from the Director of Public Works or the director's designated representative. (Prior code § 13.13)

12.08.060 Application for permit—Posting of permit.

Any permit granted under the terms of this chapter shall be issued in the format furnished by the city and shall specify the name and address of the applicant, the location of the property in front of which the proposed sidewalk, driveway approach, curb or gutter is to be constructed, the dimensions thereof

and shall refer to this chapter for the materials to be used and the method of construction. Such permit shall be posted in a conspicuous place near the work to be done by the permittee to whom the same may be issued. (Prior code § 13.14)

12.08.070 Permit need not be issued. (No change)

Nothing in this chapter shall be deemed or construed to compel the city council or its duly authorized officer to issue a permit on any application that may be made therefor and as provided in this chapter if, in the judgment of the council or its duly authorized officer, the proposed work is against the best public interests, welfare or convenience. (Prior code § 13.15)

12.08.080 Concrete to be used—Exception.

No sidewalk, driveway approach, curb or gutter shall be constructed of any material other than concrete within the urban limit line unless expressly approved by the Director of Public Works. Asphaltic Concrete (AC) may be used for bikeway, multi-use path, sidewalk, curb and gutter outside the urban limit line with the approval of the Director of Public Works. (Prior code § 13.16)

12.08.090 Plans and specifications.

All sidewalks, driveway approaches, curbs or gutters shall be constructed, reconstructed or repaired in every particular in accordance with city the permit issued therefor. All sidewalks, driveway approaches, curbs or gutters constructed, reconstructed or repaired on streets in the city and accessible by the public shall be constructed in accordance with the standard plans and specifications for concrete sidewalks, driveway approaches, curbs or gutters approved by the Director of Public Works. (Prior code § 13.17)

12.08.100 City Maintenance of Certain Sidewalks.

A. It is made the duty of the City where public property is owned by the City in fee and fronts on any public street therein to keep the sidewalks that are now or may hereafter be built to established along such frontage in a good state of repair so that they shall not endanger person or property passing thereon or interfere with the public convenience in the use thereof.

B. The City may assume responsibility for maintenance of any sidewalk, curb or gutter within the City limit and within the public right of way by resolution if the City Council finds that there is a public benefit to do so. Resolution shall clearly define the location of the segment of sidewalk, curb or gutter to be City responsibility and the maintenance activities for which the City will be responsible.

C. The City may rescind public responsibility for maintenance of any sidewalk, curb or gutter within the City limit and within the public right of way previously assumed by resolution of the City Council if the City Council finds that the public benefit cited in the aforementioned resolution no longer exists, never existed or was adopted in error.

12.08.110 Obtaining correct line and grade.

The Director of Public Works may require a property owner(s) who construct, alter or re-construct sidewalk fronting their property to first obtain the correct line and grade at the property owner's sole expense by a surveyor licensed in the State of California. The Director of Public Works may waive this requirement when a property owner performs maintenance or repair of an existing sidewalk where the existing alignment is not in dispute and is being retained. Where the street is unimproved or where the existing curbs are in poor condition or not to official line and grade, owners of property proposing to construct any of the work mentioned in this article must first obtain the correct line and grade from the city engineer. For this service, the city engineer shall charge one dollar (\$1.00), which shall be paid in advance. (Prior code § 13.19)

12.08.120 Inspection, supervision and approval of work.

All work provided by this chapter shall be done under the supervision and direction and to the satisfaction of the Director of Public Works or the or the director's designated representative, and inspection shall be requested by the permittee when the forms are in place, and no concrete shall be poured until such forms are inspected and approved. (Prior code § 13.20)

12.08.130 Responsibility for injuries—Protection of work (No Change)

The one to whom any permit is provided by this chapter is granted shall thereby become and be responsible for the proper execution of the work, and for all personal injuries or damages to third persons arising from the doing of any of the work specified in such permit, and the permittee shall see that necessary barriers, "Street Closed" signs, lights and watch-men, or any thereof, as may be necessary to prevent accidents to the public and to protect work are provided. (Prior code § 13.21)

12.08.140 Permit fees.

The City Council shall have the right at any time, upon order duly made and given, to require payment of a fee for any permit issued under this chapter. All fees, fines and penalties applied under this chapter shall be published in the master user fee schedule as adopted by the city council. (Prior code § 13.22)

12.08.150 Repair requirements—Generally.

When the Director of Public Works determines a portion of the public right of way, for which the adjoining property owner is responsible, is needing repair, the Director of Public Works or their designee shall issue written notice to the responsible property owner in the manner and form prescribed by Sections 5611-5614 of the California Streets and Highways Code. The notice shall describe the repair to be made, reference the applicable City construction standard and the time period to complete the work.

An owner who fails or neglects to complete the repair within the time period specified in the notice or adhere to the City construction standard shall be guilty of a misdemeanor and shall also forfeit to the city the sum of fifty dollars (\$50.00) and the actual cost for the City to complete the repair in the owner's stead. Such sum may be recovered by the city in a civil action brought in any court of competent jurisdiction. When any portion of any improved street, avenue, lane, alley, court or place in the city, or any sidewalk constructed thereon shall be out of repair, or needing reconstruction, and in condition to endanger persons or property passing thereon, or in condition to interfere with the public convenience in the use thereof, and the Director of Public Works or the director's designated representative has required the owners or occupants of lots or portions of lots fronting on such portion of such street, avenue, alley, lane, court or place, or such portion of such sidewalks so out of repair or needing reconstruction as aforesaid, to repair or reconstruct, or to do both, forthwith, the portion of the street, avenue, lane, alley, court, or place, to the center line of the street in front of the property of which he or she is the owner or tenant, or occupant, by serving written notice in the manner and form prescribed by Sections 5611-5614 of the Streets and Highways Code, as the same has or may hereafter be amended, and the owner or occupant fails or neglects to commence the repair or reconstruction in the manner and form required by the notice within the time period specified in the notice after the service of the same, or to diligently or without interruption prosecute the work to completion, the owner or occupant of such lot or property so failing or neglecting to do such things or any of them, after the service of the notice in the manner and form above described, shall forfeit to the city the sum of fifty dollars (\$50.00), which may be recovered by the city in a civil action brought in any court of competent jurisdiction, and shall also be guilty of a misdemeanor. (Prior code § 13.42)

12.08.160 Grading and paving along railroad tracks generally. (No Change)

The city council being of the opinion and having in its judgment decided that the method of construction herein provided is necessary, does specify that when any street in the city has or hereafter shall be graded and paved with an asphalt wearing surface, on a concrete or other base, and there are railroad tracks laid in the street, the portions of the street between and under the tracks and for a distance of two feet on each side thereof, shall be graded and paved in the same manner and with the same materials as the rest of the street is graded and paved, subject to the following modifications adjudged by the city council to be necessary for the preservation of the pavement:

The tracks shall be laid flush with the official grade of the street, the rails to be secured to the ties on tie plates three-fourths of an inch in thickness and the ties to be spaced at thirty (30) inches apart center to center, except at joints where one tie will be placed under the end of each rail. Pockets under the rails between ties will be dug out and the entire width of the roadbed brought to the form shown on the plans hereinafter referred to, and the pockets and the space above the level of the base of the tie plates shall be filled with concrete thoroughly tamped and worked into such pockets and brought up solidly under the base of the rails and elsewhere brought to a true finish one and one-half inches below the official grade of the street and parallel thereto.

Paving bricks of good quality and suitable shape shall be set alongside the heads of "T" rails as shown on such plans; these to be set on sand cushions as shown therein. Where grooved rails are used, the pavement surface shall be finished with asphaltic paving mixture only.

After the paving bricks are set in place the space occupied by the toothing shall be filled with concrete. The joints between the tracks and the rails shall be filled with asphaltic cement.

Upon the base thus formed shall be laid an asphaltic wearing surface one and one-half inches in thickness and to the official line and grade of the street. It shall be laid and constructed in like manner as the wearing surface on adjacent portions of the street on each side of the railroad.

The plan and specifications for the paving, prepared by C. H. Wallace, former town engineer, and filed in the office of the city clerk are adopted for a further description of the method of doing the work and by special reference thereto are made a part of this section; provided, that when any of the work is done under contract awarded by any of the officials of the city, the superintendent therein referred to shall be the street superintendent and when any of the work is done by private contract executed by any person or corporation owning any of the railroad tracks within the city, the superintendent of streets shall not have charge of the work, although he or she shall have the right to inspect the same as therein provided and to require that it shall be done in accordance with the regulations herein adopted. Any work not so done will not be accepted by the city. (Prior code § 13.43)

12.08.170 Grading and paving along railroad tracks—Enforcement by Director of Public Works.

It is made the duty of the Director of Public Works to enforce the provisions of Sections 12.08.160 through 12.08.180. In all cases where there are railroad tracks laid in any street so graded and paved with an asphalt wearing surface on a concrete or other base material and any portion of the street between and under the tracks and for the distance of two feet on each side thereof has not been graded and paved, in accordance with the provisions of said sections or where such pavement or the foundation thereof has become defective or out of repair, the Director of Public Works shall cause a written notice to be served upon the person owning or maintaining the railroad tracks, in which notice he or she shall specify generally the nature and kind of the work required, and shall direct the person to perform the same and it shall thereafter be the duty of any such person to commence the work within ten (10) days after the service of the notice, and to prosecute the same diligently and without the intermission until the same be completed, under the inspection and to the satisfaction of the superintendent of streets and to furnish and use thereon all appliances and workmen that may be required therefor and designated by the superintendent of streets. When any such pavement is hereafter required to be repaired under the provisions of said sections, it must be repaired in accordance with the provisions of Section 12.08.160 for the original construction of the pavement. (Prior code § 13.44)

12.08.180 Failure to comply.

Should any person fail to grade or pave any such street as required by Sections 12.08.160 through 12.08.180 or to comply with any notice that the director of public works may cause to be served upon such person under the provisions of said sections or to comply with any direction that he or she may lawfully give as to the manner of doing the work during the course thereof, or to repair any defective pavement or foundation now or hereafter laid on any of the streets between or under the tracks or for a distance of two feet on each side thereof, in accordance with the requirements of said sections for the original construction of the work, or to repair any defective pavement under or between the tracks, or for a distance of two feet on each side thereof on any street, after written notice from the director of public works so to do; such person so failing therein shall be guilty of an infraction for each and every day that such person shall fail therein after receiving notice from director of public works, so to do. Nothing in Sections 12.08.160 through 12.08.180 contained shall be construed to relieve any such person from liability for any damage that may accrue by reason of his or her nonperformance of the

work or to abate or modify any other remedy that the city may have to enforce the performance of the same or to forfeit the franchise of any such person. (Prior code § 13.45)

**PROPOSED REVISIONS TO SHMC CHAPTER 12.08 – CONSTRUCTION AND MAINTENANCE
(OF SIDEWALKS)**

Note: Full Chapter shown for context.

12.08.010 Duty of property owners to repair sidewalks.

A. California Streets and Highways Code Sections 5610 through 5630, as they now exist or are from time to time hereafter amended, are referred to and are incorporated by reference into this code. Where authority to enforce State code is vested in the superintendent of streets that authority shall be delegated to the Director of Public Works for the City of St. Helena.

B. Notwithstanding California Streets and Highways Code Section 5610 through 5630 and subsection (A) of this section, the owners of lots or portions of lots fronting on any portion of a public street within the St. Helena city limit shall maintain the sidewalk in such condition that the sidewalk will not endanger persons or property. The sidewalk shall be maintained in a condition which will not interfere with the public convenience in the use of those works.

C. Notwithstanding subsection (B) of this section, maintenance and repair of sidewalks, which includes curb, gutter and storm drainage structures, on Main Street between Sulphur Creek Bridge and Pine Street, shall be the responsibility of the city in every case where damage to the sidewalk is caused by street trees for which the city has responsibility under Section 12.24.070, or by a tree designated as a heritage tree for which the city has responsibility under Section 12.24.120, except for damage as a result of over watering and any other damage not caused solely by the tree(s).

D. In addition to the provisions of this Chapter 12.08 regarding the construction and maintenance of sidewalks, the Director of Public Works may establish procedures and design standards which govern the maintenance of repair of sidewalks throughout the city in order to provide property owners an opportunity to comply with maintenance and repair requirements in a cost effective manner, consistent with the purpose and provisions of this chapter and Title 12 of this code and any other applicable laws and regulations. (Ord. 06-3 (part); prior code § 13.3)

E. Where the provisions of this Chapter and the California Streets and Highways Code Sections 5610 through 5630, as they now exist or are from time to time hereafter amended conflict, the more stringent code shall prevail.

12.08.020 Duty of property owners to clean public right-of-way in front of premises.

A. It shall be the duty of every owner of real estate within the city fronting on a public street to remove and clean away, at his or her own expense, the weeds, grass, brush and debris in the public right-of-way in front of his or her premises from the property line to the center of the street. It shall be the duty of the City to provide periodic street sweeping service to supplement the efforts of owners subject to this provision.

B. It shall be the duty of every owner of real estate within the city fronting a street intersection to remove and clean away, at his or her own expense, the weeds, grass, brush and debris that interfere with or impair the vision of operators of vehicles at street intersections.

12.08.025 Liability for injuries to the public.

A. Any property owner to whom Sections 12.08.010 and 12.08.020 apply shall owe a duty to members of the public to comply with those sections and with all applicable provisions of California Streets and Highways Code Sections 5610 through 5630, as incorporated by reference into this code. If any property or person suffers injury or damage as a result of a property owner's failure to comply with the requirements of Sections 12.08.010 and 12.08.020, or with other applicable law that requires a property owner to maintain and repair sidewalks, the property owner shall be liable to such person for the resulting injury or damage.

B. Notwithstanding the duty of care established by subsection (A) of this section, if any property or person suffers injury or damage as a result of the city's failure to repair any sidewalk for which the city has the responsibility to maintain and repair under Section 12.08.010, liability for such resulting injury or damage shall be determined according to law. (Ord. 06-3 (part))

12.08.040 Water drains emptying into streets. (No change)

All water drains constructed or maintained for the purpose of discharging water into the public streets shall be so constructed that the waters will not be discharged upon or over any sidewalk or permitted to flow over or across the same, but shall be conducted beneath the sidewalk and discharged into the gutter of the street beneath the curb line thereof. Except as specifically authorized by the director of public works, such drains may be only for the purpose of conducting water from the exteriors of buildings and other improvements and may not drain water or any other materials from within the buildings and other improvements. The director of public works may authorize a special water drain connection for the purpose of disposing of uncontaminated water from an overflow, ground water sump, condenser, or other source. In authorizing a special water drain connection, the director of public works will consider the quality and quantity of water to be drained into the street and possible impacts on the public. All water drains not in compliance with the provisions of this section shall be reconstructed so far as may be necessary to comply with the provisions of this section. (Prior code § 13.6)

12.08.050 Permit required.

It is unlawful for any person to construct or cause to be constructed in any street in the city any sidewalk, driveway approach, curb or gutter without first obtaining a permit in writing to do so from the Director of Public Works or the director's designated representative. (Prior code § 13.13)

12.08.060 Application for permit—Posting of permit.

Any permit granted under the terms of this chapter shall be issued in the format furnished by the city and shall specify the name and address of the applicant, the location of the property in front of which the proposed sidewalk, driveway approach, curb or gutter is to be constructed, the dimensions thereof

and shall refer to this chapter for the materials to be used and the method of construction. Such permit shall be posted in a conspicuous place near the work to be done by the permittee to whom the same may be issued. (Prior code § 13.14)

12.08.070 Permit need not be issued. (No change)

Nothing in this chapter shall be deemed or construed to compel the city council or its duly authorized officer to issue a permit on any application that may be made therefor and as provided in this chapter if, in the judgment of the council or its duly authorized officer, the proposed work is against the best public interests, welfare or convenience. (Prior code § 13.15)

12.08.080 Concrete to be used—Exception.

No sidewalk, driveway approach, curb or gutter shall be constructed of any material other than concrete within the urban limit line unless expressly approved by the Director of Public Works. Asphaltic Concrete (AC) may be used for bikeway, multi-use path, sidewalk, curb and gutter outside the urban limit line with the approval of the Director of Public Works. (Prior code § 13.16)

12.08.090 Plans and specifications.

All sidewalks, driveway approaches, curbs or gutters shall be constructed, reconstructed or repaired in every particular in accordance with city the permit issued therefor. All sidewalks, driveway approaches, curbs or gutters constructed, reconstructed or repaired on streets in the city and accessible by the public shall be constructed in accordance with the standard plans and specifications for concrete sidewalks, driveway approaches, curbs or gutters approved by the Director of Public Works. (Prior code § 13.17)

12.08.100 City Maintenance of Certain Sidewalks.

A. It is made the duty of the City where public property is owned by the City in-fee and fronts on any public street therein to keep the sidewalks that are now or may hereafter be built to established along such frontage in a good state of repair so that they shall not endanger person or property passing thereon or interfere with the public convenience in the use thereof.

B. The City may assume responsibility for maintenance of any sidewalk, curb or gutter within the City limit and within the public right of way by resolution if the City Council finds that there is a public benefit to do so. Resolution shall clearly define the location of the segment of sidewalk, curb or gutter to be City responsibility and the maintenance activities for which the City will be responsible.

C. The City may rescind public responsibility for maintenance of any sidewalk, curb or gutter within the City limit and within the public right of way previously assumed by resolution of the City Council if the City Council finds that the public benefit cited in the aforementioned resolution no longer exists, never existed or was adopted in error.

12.08.110 Obtaining correct line and grade.

The Director of Public Works may require a property owner(s) who construct, alter or re-construct sidewalk fronting their property to first obtain the correct line and grade at the property owner's sole expense by a surveyor licensed in the State of California. The Director of Public Works may waive this requirement when a property owner performs maintenance or repair of an existing sidewalk where the existing alignment is not in dispute and is being retained.

12.08.120 Inspection, supervision and approval of work.

All work provided by this chapter shall be done under the supervision and direction and to the satisfaction of the Director of Public Works or the or the director's designated representative, and inspection shall be requested by the permittee when the forms are in place, and no concrete shall be poured until such forms are inspected and approved. (Prior code § 13.20)

12.08.130 Responsibility for injuries—Protection of work (No Change)

The one to whom any permit is provided by this chapter is granted shall thereby become and be responsible for the proper execution of the work, and for all personal injuries or damages to third persons arising from the doing of any of the work specified in such permit, and the permittee shall see that necessary barriers, "Street Closed" signs, lights and watch-men, or any thereof, as may be necessary to prevent accidents to the public and to protect work are provided. (Prior code § 13.21)

12.08.140 Permit fees.

The City Council shall have the right at any time, upon order duly made and given, to require payment of a fee for any permit issued under this chapter. All fees, fines and penalties applied under this chapter shall be published in the master user fee schedule as adopted by the city council. (Prior code § 13.22)

12.08.150 Repair requirements—Generally.

When the Director of Public Works determines a portion of the public right of way, for which the adjoining property owner is responsible, is needing repair, the Director of Public Works or their designee shall issue written notice to the responsible property owner in the manner and form prescribed by Sections 5611-5614 of the California Streets and Highways Code. The notice shall describe the repair to be made, reference the applicable City construction standard and the time period to complete the work.

An owner who fails or neglects to complete the repair within the time period specified in the notice or adhere to the City construction standard shall be guilty of a misdemeanor and shall also forfeit to the city the sum of fifty dollars (\$50.00) and the actual cost for the City to complete the repair in the owner's stead. Such sum may be recovered by the city in a civil action brought in any court of competent jurisdiction.

12.08.160 Grading and paving along railroad tracks generally. (No Change)

The city council being of the opinion and having in its judgment decided that the method of construction herein provided is necessary, does specify that when any street in the city has or hereafter shall be graded and paved with an asphalt wearing surface, on a concrete or other base, and there are railroad tracks laid in the street, the portions of the street between and under the tracks and for a distance of two feet on each side thereof, shall be graded and paved in the same manner and with the same materials as the rest of the street is graded and paved, subject to the following modifications adjudged by the city council to be necessary for the preservation of the pavement:

The tracks shall be laid flush with the official grade of the street, the rails to be secured to the ties on tie plates three-fourths of an inch in thickness and the ties to be spaced at thirty (30) inches apart center to center, except at joints where one tie will be placed under the end of each rail. Pockets under the rails between ties will be dug out and the entire width of the roadbed brought to the form shown on the plans hereinafter referred to, and the pockets and the space above the level of the base of the tie plates shall be filled with concrete thoroughly tamped and worked into such pockets and brought up solidly under the base of the rails and elsewhere brought to a true finish one and one-half inches below the official grade of the street and parallel thereto.

Paving bricks of good quality and suitable shape shall be set alongside the heads of "T" rails as shown on such plans; these to be set on sand cushions as shown therein. Where grooved rails are used, the pavement surface shall be finished with asphaltic paving mixture only.

After the paving bricks are set in place the space occupied by the toothing shall be filled with concrete. The joints between the tracks and the rails shall be filled with asphaltic cement.

Upon the base thus formed shall be laid an asphaltic wearing surface one and one-half inches in thickness and to the official line and grade of the street. It shall be laid and constructed in like manner as the wearing surface on adjacent portions of the street on each side of the railroad.

The plan and specifications for the paving, prepared by C. H. Wallace, former town engineer, and filed in the office of the city clerk are adopted for a further description of the method of doing the work and by special reference thereto are made a part of this section; provided, that when any of the work is done under contract awarded by any of the officials of the city, the superintendent therein referred to shall be the street superintendent and when any of the work is done by private contract executed by any person or corporation owning any of the railroad tracks within the city, the superintendent of streets shall not have charge of the work, although he or she shall have the right to inspect the same as therein provided and to require that it shall be done in accordance with the regulations herein adopted. Any work not so done will not be accepted by the city. (Prior code § 13.43)

12.08.170 Grading and paving along railroad tracks—Enforcement by Director of Public Works.

It is made the duty of the Director of Public Works to enforce the provisions of Sections 12.08.160 through 12.08.180. In all cases where there are railroad tracks laid in any street so graded and paved with an asphalt wearing surface on a concrete or other base material and any portion of the street between and under the tracks and for the distance of two feet on each side thereof has not been graded and paved, in accordance with the provisions of said sections or where such pavement or the foundation thereof has become defective or out of repair, the Director of Public Works shall cause a written notice to be served upon the person owning or maintaining the railroad tracks, in which notice he or she shall specify generally the nature and kind of the work required, and shall direct the person to perform the same and it shall thereafter be the duty of any such person to commence the work within ten (10) days

after the service of the notice, and to prosecute the same diligently and without the intermission until the same be completed, under the inspection and to the satisfaction of the superintendent of streets and to furnish and use thereon all appliances and workmen that may be required therefor and designated by the superintendent of streets. When any such pavement is hereafter required to be repaired under the provisions of said sections, it must be repaired in accordance with the provisions of Section 12.08.160 for the original construction of the pavement. (Prior code § 13.44)

12.08.180 Failure to comply.

Should any person fail to grade or pave any such street as required by Sections 12.08.160 through 12.08.180 or to comply with any notice that the director of public works may cause to be served upon such person under the provisions of said sections or to comply with any direction that he or she may lawfully give as to the manner of doing the work during the course thereof, or to repair any defective pavement or foundation now or hereafter laid on any of the streets between or under the tracks or for a distance of two feet on each side thereof, in accordance with the requirements of said sections for the original construction of the work, or to repair any defective pavement under or between the tracks, or for a distance of two feet on each side thereof on any street, after written notice from the director of public works so to do; such person so failing therein shall be guilty of an infraction for each and every day that such person shall fail therein after receiving notice from director of public works, so to do. Nothing in Sections 12.08.160 through 12.08.180 contained shall be construed to relieve any such person from liability for any damage that may accrue by reason of his or her nonperformance of the work or to abate or modify any other remedy that the city may have to enforce the performance of the same or to forfeit the franchise of any such person. (Prior code § 13.45)

ORDINANCE NO. ____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. HELENA AMENDING SECTION 12.08 OF THE ST. HELENA MUNICIPAL CODE REQUIRING PROPERTY OWNERS TO MAINTAIN, REPLACE, AND REPAIR SIDEWALK FRONTING THEIR PROPERTY

WHEREAS, Title 12 (Streets, Sidewalks and Public Spaces) of the City of St. Helena's (City) Municipal Code contains regulations relating to sidewalks; and

WHEREAS, Chapter 12.08 of Title 12 of the City's Municipal Code regulates the construction and maintenance of sidewalks; and

WHEREAS, Section 12.08.010(A) of the City's Municipal Code provides that a property owner is financially responsible for maintaining the sidewalk that fronts their property; and

WHEREAS, the City Council desires to clarify that property owner responsibility under Section 12.08.020 is to maintain the public street is limited to vegetation and debris only and add a provision defining the role of street sweeping performed by the City; and

WHEREAS, the City Council wishes to further clarify when a surveyor is required, add discretionary authority for the Director of Public Works and general guidance on when and how to apply the Director's discretionary authority; and

WHEREAS, the City Council wishes to clarify the enforcement process described in Section 12.08.150, the physical extent of owner responsibility (centerline of street or other) and conditions where this section might be invoked.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ST. HELENA, CALIFORNIA DOES ORDAIN AS FOLLOWS:

SECTION 1. Recitals: This Ordinance incorporates, and by this reference makes a part hereof, the aforementioned recitals;

SECTION 2. Amendment to Municipal Code Section 12.08.020. Section 12.08.120(A) of the City's Municipal Code is hereby amended to read as follows:

"A. It shall be the duty of every owner of real estate within the city fronting on a public street to remove and clean away, at property owner(s) own expense, the weeds, grass, brush and debris in the public right-of-way in front of property owner(s) premises from the property line to the centerline of the street. It shall be the duty of the City to provide periodic street sweeping service to supplement the efforts of owners subject to this provision".

SECTION 3. Amendment to Municipal Code Section 12.08.110. Section 12.08.110 is hereby amended to read as follows:

"The Director of Public Works may require a property owner(s) who construct, alter or re-construct sidewalk fronting their property to first obtain the correct line and grade at the property owner's sole expense by a surveyor licensed in the State of California. The Director of Public Works may waive this requirement when a property owner performs maintenance or repair of an existing sidewalk where the existing alignment is not in dispute and is being retained."

SECTIONS 4. Amendment to Municipal Code Section 12.08.150. Section 12.08.150 is hereby amended as follows:

"When the Director of Public Works determines a portion of the public right of way, for which the adjoining property owner is responsible, is needing repair, the Director of Public Works or their designee shall issue written notice to the responsible property owner in the manner and form prescribed by Sections 5611-5614 of the California Streets and Highways Code. The notice shall describe the repair to be made, reference the applicable City construction standard and the time period to complete the work.

An owner who fails or neglects to complete the repair within the time period specified in the notice or adhere to the City construction standard shall be guilty of a misdemeanor and shall also forfeit to the city the sum of fifty dollars (\$50.00) and the actual cost for the City to complete the repair in the owner's stead. Such sum may be recovered by the city in a civil action brought in any court of competent jurisdiction."

SECTION 3. CEQA. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof, is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional. If for any reason any portion of this ordinance is found to be invalid by a court of competent jurisdiction, the balance of this ordinance shall not be affected.

SECTION 5. Effective Date. This ordinance shall take effect and be in force thirty (30) days after its adoption, and a summary of this ordinance shall be published once with

the names of the members of the Council voting for and against the ordinance in the St. Helena Star, a newspaper of general circulation published in the City of St. Helena.

THE FOREGOING ORDINANCE was introduced at a regular meeting of the St. Helena City Council on the day of , 2024, and was adopted at a regular meeting of the St. Helena City Council on the day of , 2024, by the following vote:

Mayor Dohring: _____
Vice Mayor Hall: _____
Councilmember Chouteau: _____
Councilmember Kenealy: _____
Councilmember Summers: _____

APPROVED:

Paul Jamison Dohring, Mayor

ATTEST:

CITY OF ST. HELENA

Cindy Tzafooulos, City Clerk

I, CINDY TZAFPOULOS, CITY CLERK of the City of St. Helena, California, do hereby certify that the foregoing Ordinance was regularly introduced and placed upon its first reading at a regular meeting of the City Council on the day of , 2024. That thereafter said Ordinance was duly adopted and passed at a regular meeting of the City Council on the day of , 2024, by the following vote:

Mayor Dohring: _____
Vice Mayor Hall: _____
Councilmember Chouteau: _____
Councilmember Kenealy: _____
Councilmember Summers: _____



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Finance

DATE:	August 27, 2024
FROM:	Mandy Kellogg, Administrative Services Director
SUBJECT:	Proposed approval of a resolution authorizing Amendment #1 to the Professional Services Agreement with California Consulting in the amount of \$25,000, for a total amount not-to-exceed of \$50,000 to provide grant research and writing support on an as needed basis.
RECOMMENDED ACTION:	Staff recommends approval of the attached resolution.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	The purpose is to approve an amendment to the Professional Services Agreement with California Consulting to provide ongoing support to the City for grant research and writing on an as needed basis.
FINANCIAL IMPACT:	The estimated Financial Impact of \$25,000 is included in the FY25 Operating Budget in GL Account 101-43-00-21-45 utilizing General Fund.

BACKGROUND:

On January 25, 2021, the City entered into a Professional Services Agreement (Exhibit A) with California Consulting to provide grant research and writing support. California Consulting is the largest grant writing firm in California and has been successful in writing thousands of grant applications, securing over \$1.5 billion in funding for agencies throughout the state since they were founded in 2004. They have extensive experience in identifying, researching, and obtaining funding for all types of government entities. California Consulting is comprised of approximately 25 team members and provides services to 80 public agencies across the state.

The firm practices a full-service approach to working with its clients, starting with a needs assessment, and then bringing grant opportunities to the City for review. When potentially helpful, they arrange for their clients to meet directly with Grantors, to both establish relations between the City and the Grantors, and to help identify which grant programs are best suited to their client's needs. The firm provides grant writing and submission services (assisted by City Staff), and when grants are awarded, the City can opt to have them assist in administering the grant, as well as in post-grant administration work. Taking an active role through the entire process is intended to not only find, win and properly administer grants, but to also ensure the City develops a

good working relationship with the Grantor, and that the grantor is encouraged to consider the City for future grants.

DISCUSSION:

California Consulting assisted has assisted the City with several grant support services since the execution of the Professional Services Agreement in January 2021. Most notably, they completed activity and financial reporting for Housing and Community Development CDBG grants to aid with successful reimbursement and closeout of the grant.

In addition, they assisted the City with securing \$159,000 in grant funding for the Police Department to purchase body-worn cameras and fund the hiring of a police officer.

More recently, California Consulting assisted the City with applying for \$780,000 in grant funds to replace three non-zero-emission heavy-duty trucks with zero-emission alternatives. The project will also involve the installation of a zero-emission vehicle charging station. This initiative is designed to reduce emissions that contribute to climate change and to serve as a proactive measure to preserve the city's quality of life and public health standards.

Staff desires to continue the relationship with California Consulting by amending the original contract to include an additional \$25,000 for a total contract not-to-exceed \$50,000. Funds were previously approved in the FY 2024-25 Operating Budget for this purpose.

It should be noted that many grants allow for pre award costs, such as application development, and grant administration to be reimbursed with grant funds. Therefore, the overall fiscal impact may be reduced should the grants be awarded.

ENVIRONMENTAL REVIEW:

None.

GOAL:

Goal 1: Strengthen Financial Sustainability

DOCUMENTS ATTACHMENTS:

[Resolution - Amendment No. 1 California Consulting PSA](#)
[Attachment 1 - California Consulting PSA Amendment #1](#)
[Exhibit A - STH CONTRACT FY2021-106 CALIFORNIA CONSULTING, INC](#)
[\(NUMBERED WITH SIGNATURES\)](#)

CITY OF ST. HELENA

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA AUTHORIZING AMENDMENT #1 TO A PROFESSIONAL SERVICES AGREEMENT WITH CALIFORNIA CONSULTING, INC. FOR THE AMOUNT OF \$25,000, WITH A TOTAL CONTRACT NOT-TO-EXCEED \$50,000, TO PROVIDE GRANT RESEARCH AND WRITING SUPPORT.

RECITALS

- A. On January 25, 2021, the City entered into a Professional Services Agreement with California Consulting to provide grant research and writing support for an amount not-to-exceed \$25,000; and
- B. California Consulting is the largest grant writing firm in California and has been successful in writing thousands of grant applications, securing over \$1.5 billion in funding for agencies throughout the state since they were founded in 2004; and
- C. The firm practices a full-service approach to working with its clients, starting with a needs assessment, and then bringing grant opportunities to the City for review; and
- D. California Consulting assisted has assisted the City with several grant support services since the execution of the Professional Services Agreement in January 2021; and
- E. The City and Consultant desire to amend the Agreement to provide ongoing grant research and writing support as needed for an additional cost of \$25,000; and
- F. The total amended contract with California Consulting, Inc. will not exceed \$50,000.

RESOLUTION

NOW, THEREFORE, the City Council of the City of St. Helena resolves as follows:

- 1. The City Council approves Amendment #1 to the professional services agreement with California Consulting, Inc. for an additional \$25,000 for a total not-to-exceed amount of \$50,000; and
- 2. The City Council authorizes the City Manager to execute Amendment #1 to the agreement on behalf of the City.

3. Funding is provided as follows:

Funding Details	Fund	GL Account	Amount
Previously Approved in Adopted FY 2024-25 Operating Budget	General Fund	101-43-00-21-45	25,000
TOTAL			\$25,000

Approved at a Regular Meeting of the St. Helena City Council on August 27, 2024 by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____

Council Member Pat Kenealy: _____

Council Member Billy Summers: _____

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Cindy Tzaopoulos, City Clerk

ATTACHMENT 1

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES WITH CALIFORNIA CONSULTING, INC.

This First Amendment to Professional Services Agreement dated January 25, 2021 ("Agreement") is made as of this 27th day of August 2024 by and between the City of St. Helena, a municipal corporation ("City"), and California Consulting, Inc. ("Consultant").

RECITALS

- A. On January 25, 2021, the City entered into a Professional Services Agreement with California Consulting to provide grant research and writing support for an amount not to exceed \$25,000; and
- B. California Consulting is the largest grant writing firm in California and has been successful in writing thousands of grant applications, securing over \$1.5 billion in funding for agencies throughout the state since they were founded in 2004; and
- C. The firm practices a full-service approach to working with its clients, starting with a needs assessment, and then bringing grant opportunities to the City for review; and
- D. California Consulting assisted has assisted the City with several grant support services since the execution of the Professional Services Agreement in January 2021; and
- E. The City Council desires to enter into this Amendment No. 1 in the amount of \$25,000 to the Agreement for Consultant Services with California Consulting, Inc. to provide ongoing grant research and writing support as needed.
- F. The total amended contract not-to-exceed \$50,000.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein contained, for good and valuable consideration, the adequacy of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

- 1. Section 4. Compensation of the Agreement is hereby amended to increase the authorized compensation under the Agreement by the amount of \$25,000, for a total amended contract not to exceed \$50,000; and
- 2. The Scope of Services for the Agreement is hereby amended to include preparing a development feasibility analysis.

All other terms of the Agreement shall remain in full force and effect.

Entered as of the day and year first above stated.

CONSULTANT:

Signatures of Authorized Persons:

By: _____

Print Name: _____

Title: _____

CITY OF ST. HELENA
a Municipal Corporation

By: _____

Print Name: Anil Comelo

Title: City Manager

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS Agreement for Professional Services ("Agreement"), made and entered into on January 25, 2021 by and between the City of St. Helena, located in the County of Napa, State of California ("City"), and California Consulting, Inc. ("Consultant") (individually, a "Party", and collectively, the "Parties").

RECITALS:

- A. City desires to employ Consultant to furnish professional services in connection with the project described as grant development, grant writing, and grant administration.
- B. Consultant has represented that Consultant has the necessary expertise, experience, and qualifications to perform the required duties.

NOW, THEREFORE, in consideration of the mutual premises, covenants, and conditions herein contained, the Parties agree as follows:

SECTION 1 – BASIC SERVICES

Consultant agrees to perform the services set forth in **Exhibit A, "Scope of Services"** and made part of this Agreement (the "Services").

SECTION 2 – ADDITIONAL SERVICES

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in this Agreement or **Exhibit A, "Scope of Services"**, unless such additional Services and compensation are authorized in advance and in writing by the City Council or City Manager of the City.

SECTION 3 – TIME FOR COMPLETION

The time for completion of Services shall be as identified in **Exhibit A, "Scope of Services"**. The Parties expressly agree that time is of the essence in the performance of this Agreement.

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in Exhibit A, "Compensation" attached hereto and made a part hereof. Total compensation shall not exceed \$25,000 unless additional compensation is approved in accordance with Section 2.

B. Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies, subconsultant contracts, and miscellaneous expenses. Each original invoice furnished shall include the expenses incurred during the preceding month, the cumulative Agreement amount, and the

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amount remaining on the Agreement. City shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. If no charges or expenses are disputed, the invoice shall be approved, and City will use its best efforts to cause Consultant to be paid within 30 days of receipt of invoice. If the City disputes any charges or expenses, the City will return the original invoice to Consultant for correction and resubmission. If the City reasonably determines, in its sole judgment, that the invoiced charges and expenses exceed the value of the Services performed to date and that it is probable that the Agreement will not be completed satisfactorily within the contract price, City may retain all or a portion of the invoiced charges and expenses. Within thirty (30) days of satisfactory completion of the project, City shall pay the retained amount, if any, to Consultant.

C. Payment to the Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

SECTION 5 – STANDARD OF PERFORMANCE

A. Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons in the same or similar geographical area engaged in providing Services similar to those required of Consultant under this Agreement.

B. In order to induce City to enter into this Agreement, Consultant represents that it is duly organized, existing and in good standing under applicable state law; Consultant is licensed to perform all aspects of the Services; Consultant will employ only persons and Subconsultants with all required licenses and certifications; that Consultant is duly qualified to conduct business in the State; that Consultant has duly authorized the execution, delivery and performance of this Agreement and the Services to be performed herein; and that the Agreement does not violate or create a default under any instrument, agreement, order or decree binding on Consultant.

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. City shall reject work by a timely written explanation, otherwise Consultant's work shall be deemed to have been accepted except with respect to latent defects and fraud. Acceptance of any of Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, the sections pertaining to indemnification and insurance.

SECTION 7 – INSURANCE REQUIRED

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with

the performance of the work hereunder by the Consultant, its agents, representatives, or employees, as indicated:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01 or exact equivalent).
2. Workers' Compensation insurance to the extent required by the State of California and Employer's Liability Insurance to the extent that Consultant employs persons.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable.
2. Employer's Liability: \$1,000,000 per accident for bodily injury or disease to the extent that Consultant employs a person or persons.

C. Professional Liability Insurance. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, environmental engineer or other professional engineer, or land surveyor ("design professional"), Consultant shall maintain at least \$2,000,000 of professional liability insurance. When Consultant is not a design professional, Consultant shall maintain at least \$1,000,000 of professional liability insurance combined single limit for each occurrence, insuring against professional errors and omissions in the Services performed by Consultant under this Agreement, including, without limitation, claims for negligence, misrepresentation, violation of good faith and fair dealing, and inaccurate advice arising out of, resulting from, or in connection with Services performed by Consultant under this Agreement.

D. Excess Limits. If Consultant maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

E. Primary Coverage. For any claims related to this contract the Consultants insurance coverage shall be primary insurance as respects to City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of Consultants insurance and shall not contribute with it.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions of \$25,000 or greater must be declared to and approved by the City.

G. Other Insurance Provisions. The commercial general liability policy is to contain, or be endorsed to contain, the following provisions:

1. The City, its agents, officers, officials, employees, and volunteers are to be covered as additional insured as respects: liability arising out of work or operations performed by the Consultant or Consultant's subconsultants.

2. For any claims related to Consultant's conduct while performing the work of this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its agents, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its agents, officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.

H. Waiver of Subrogation. Consultant's commercial general liability, workers' compensation, and employer's and professional liability policies shall be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its agents, officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.

I. The Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

J. Verification of Coverage. Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on forms that conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

K. At no time during the performance of this Agreement shall Consultant operate or maintain a motor vehicle in connection with the Services.

SECTION 8 – INDEMNIFICATION

A. To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), as may be applicable, Consultant shall indemnify, defend, and hold harmless City, its agents, officers, officials, employees, representatives, and volunteers (the "Indemnitees") from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith, including legal fees and expert witness costs) (collectively, "Liabilities"), incurred by reason of any negligent or otherwise wrongful act or omission of Consultant, its officers, agents, employees, subconsultants, and subcontractors, or any of them, under or in connection with this Agreement; and Consultant agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, arising out of, pertaining to, or relating to such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

B. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, professional engineer, or land surveyor (i.e., a “design professional,” pursuant to Civil Code § 2782.8(c)), the provisions of this section regarding Consultant’s duty to defend and indemnify apply only to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant.

C. If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from City, shall defend Indemnitees at Consultant’s expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by Consultant shall ensure Consultant’s obligations under this section, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

D. The provisions of this section do not apply to claims to the extent occurring as a result of the City’s sole negligence, active negligence, or willful acts or misconduct.

E. Duty to Cooperate. Each Party shall notify the other Party immediately in writing of any claim or damage related to activities or Services performed under this Agreement. The Parties shall cooperate with each other in the investigation and disposition of all Liabilities arising out of the activities or Services under this Agreement.

F. In the event that Consultant executes any subconsulting agreements in connection with the Services performed under this Agreement, Consultant shall place in all such subconsulting agreements, and cause its subconsultants to agree to, the indemnity and insurance obligations in favor of City and other Indemnitees, as provided herein, in the exact form and substance of those contained in this Agreement.

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

A. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner or to incur an obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

B. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant’s exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant’s officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant’s officers, employees or agents are in any manner officials, officers, employees or agents of City.

C. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

SECTION 10 – CONFLICTS OF INTEREST AND ANTI-FRAUD AND ANTI-CORRUPTION POLICIES

A. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of Services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts with the interests of City in the performance of this Agreement.

B. City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is aware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

C. Consultant understands and acknowledges City maintains an anti-fraud and anti-corruption policy to protect the City, its operations, and its employees from and against financial risks, operational breaches, and unethical, fraudulent and corrupt activities. Consultant represents and warrants that Consultant, its subcontractor(s) / subconsultant(s) and their respective employees providing Services pursuant to the Agreement are (1) in good standing; (2) have not been previously investigated, convicted, or debarred for fraudulent or corrupt activities; (3) will not participate in fraudulent or corrupt activities, and (4) will take steps to ensure that its employees and subcontractor(s) / subconsultant(s) employees do not participate in any fraudulent or corrupt activities. Consultant acknowledges and agrees further that it has a duty to and will report to City any information or incident(s) about possible fraudulent or corrupt activities Consultant may discover and will cooperate in any fraud or corruption investigation conducted, with respect to Consultant's service provided pursuant to this Agreement.

SECTION 11 – OWNERSHIP OF DOCUMENTS

A. All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement are the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. When requested by City, but no later than three years after project completion, Consultant shall deliver to City all such maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

B. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, improvements, developments, works of authorship, or other products developed or created by Consultant during the course of providing Services (collectively the "Work Product") shall belong exclusively to City. To the extent

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permitted by law, the Work Product shall be considered a “work made for hire” within the meaning of Title 17 of the United States Code. In the event Work Product is not permitted by law to be a “work made for hire” within the meaning of Title 17 of the United States Code, Consultant without reservation, limitation, or condition, hereby assigns to the furthest extent permitted by law, at the time of creation of the Work Products, without any requirement of further consideration, exclusively and perpetually, any and all right, title, and interest Consultant may have in the Work Product throughout the world, including without limitation any copyrights, patents, trade secrets, or other intellectual property rights, all rights of reproduction, all rights to create derivative works, and the right to secure registrations, renewals, reissues, and extensions thereof, and such assignment shall further operate as a perpetual exclusive license for City to take any action in connection with the Work Product in the same manner.

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

A. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

B. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided consultant gives City reasonable prior notice of such court order or subpoena and a reasonably opportunity to seek relief in connection therewith.

C. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys’ fees, caused by or incurred as a result of Consultant’s conduct.

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any person regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to be present at any deposition, hearing or similar proceeding and to seek relief in connection therewith. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.

SECTION 13 – SUSPENSION OF WORK

City may, at any time, by ten (10) days written notice suspend further performance by Consultant. All suspensions shall extend the time schedule for performance in a mutually

satisfactory manner and Consultant shall be paid for Services performed and reimbursable expenses incurred prior to the suspension date.

SECTION 14 – COMPLIANCE WITH LAW

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

During the performance of this contract, Consultant agrees as follows:

A. Equal Employment Opportunity. In connection with the execution of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status of any person, or any other characteristic protected by applicable law as protected categories specifically and expressively in that category, physical handicap, medical condition, marital status, sex, or national origin, or other characteristic protected by applicable law. Such actions shall include, but not be limited to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.

B. Nondiscrimination Civil Rights Act of 1964. Consultant will comply with all federal regulations relative to nondiscrimination to federally-assisted programs and all other applicable law relative to nondiscrimination.

C. Solicitations for Subcontractors including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations, made by Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by Consultant of Consultant's obligations under this Agreement and the regulations relative to nondiscrimination.

SECTION 16 – COMPLIANCE WITH CALIFORNIA LABOR CODE REQUIREMENTS

A. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from

any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

B. If the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

C. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of Services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

SECTION 17 – AUDIT AND INSPECTION OF RECORDS

A. Records of Consultant’s direct labor costs, payroll costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally recognized accounting basis and made available to City if and when required for a period of up to 3 years from the date of Consultant’s final invoice.

B. Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the Services for at least three (3) years following completion of the Services. Such records include, but are not limited to, correspondence, internal memoranda, technical reports and investigations, calculations, books and accounts, accounting records documenting its work under its Agreement, and invoices, payrolls, records and all other data related to matters covered by this Agreement.

C. Consultant shall permit City to audit, examine and make copies, excerpts and transcripts from such records, and the Consultant shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after

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California Consulting, Inc. 01242022

City makes the final or last payment or within three (3) years after any pending issues between City and Consultant with respect to this Agreement are closed, whichever is later.

SECTION 18 – LIMITATION OF LIABILITY

A. Consultant agrees that any liability of City arising in connection with this Agreement shall be limited exclusively to the City-entity identified as the “City” under this Contract. Under no circumstance shall any other City-entity be liable to Consultant under any theory, whether in contract, tort, or otherwise, and Consultant waives unconditionally any such claims. Consultant hereby waives and release other City-entities from any liability under this Agreement.

B. Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed hereunder.

SECTION 19 – COOPERATION BY CITY

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Exhibit A, “Scope of Services”, shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

SECTION 20 – NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, sent by facsimile, email, or first class mail, addressed as follows:

To City: City of St. Helena
Attn: City Manager
1572 Railroad Avenue
St. Helena, California 94574

To Consultant: California Consulting, Inc.
Attn: Steve Samuelian
steve@californiaconsulting.org
214 Main Street, Suite 102
El Segundo, CA 90245

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, email, or, if mailed, three (3) days after deposit in the custody of the U.S. Postal Service.

SECTION 21 – TERMINATION

A. City may terminate this Agreement, with or without cause, at any time by giving ten (10) days written notice of termination to Consultant. If such notice is given, Consultant shall cease immediately all work in progress.

B. If either Party fails to perform any material obligation under this Agreement, then, in addition to any other remedies, the other Party may terminate this Agreement immediately upon written notice.

C. Upon termination of this Agreement by either Consultant or City, all property belonging to City which is in Consultant's possession shall be delivered to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in this Agreement.

SECTION 22 – ATTORNEYS' FEES

If litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to an award of reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled. In addition, any legal fees, costs and expenses incurred to enforce the provisions of this Agreement shall be reimbursed to the prevailing Party.

SECTION 23 – ENTIRE AGREEMENT

This Agreement, including the attached Exhibits, is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding unless in writing duly executed by the Parties or their authorized representatives.

SECTION 24 – SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the Parties. However, this Agreement shall not be assigned by Consultant without written consent of the City.

SECTION 25 – CONTINUITY OF PERSONNEL

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the Services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff assigned to perform the Services required under this Agreement, prior to any such performance.

SECTION 26 – DEFAULT

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to Consultant.

SECTION 27 – WAIVER

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or Services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 28 – LAW TO GOVERN; VENUE

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Napa, except that in the event of litigation subject to the exclusive jurisdiction of the United States, venue shall lie exclusively in the United States District Court for the Northern District of California or such other venue mandated by law.

SECTION 29 – SEVERABILITY

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 30 – THIRD PARTY BENEFICIARIES

Consultant's subconsultants shall agree to be bound to the terms of the Agreement to the extent of their scope of Services, including but not limited to, terms regarding indemnity and dispute resolution, and shall agree that City is deemed an express third party beneficiary of their subconsultant agreements. Nothing contained in this Agreement, however, shall operate to confer such or similar rights or benefits on persons or entities not Party to this Agreement.

SECTION 31 – STATUTES OF LIMITATION

As between the Parties to this Agreement, any applicable statute of limitations for action arising out of, pertaining to, or relating to any act or failure to act in connection with this Agreement shall commence to run on the date of City's issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects and/or deficiencies, for which the applicable statute of limitation shall begin to run upon discovery of the defect and/or deficiency and its cause.

SECTION 32 – SPECIAL PROVISIONS

This Agreement is subject to the following special provisions: none.

IN WITNESS WHEREOF, the Parties hereto have accepted, made, and executed this Agreement upon the terms, conditions, and provisions above stated, the day and year first above written.

Consultant:

By: 

Name: Steve Samuelian

Title: CEO

City:

By: Mark T. Prestwich

Digitally signed by Mark T. Prestwich
Date: 2022.01.26 11:18:27 -08'00'

Name: Mark T. Prestwich

Title: City Manager

Approved as to Form:

By: ethan.
walsh@bbklaw.com

Digitally signed by: ethan.
walsh@bbklaw.com
DN: CN = ethan.walsh@bbklaw.com
Date: 2022.04.28 06:19:00 -07'00'

Name: Ethan Walsh

Title: City Attorney



A Proposal for City of St. Helena

History

Founded in 2004, California Consulting has an excellent reputation for hard work and a commitment to success for our clients. California Consulting is the largest grant writing firm in California. With offices in Southern California, Northern California and Central California, we have almost 80 clients statewide. We have 30 members of our team from Chico in the North, to San Diego in the South. California Consulting has developed an expertise in representing public agencies, and non-profit organizations. We have secured over \$1.5 billion for our clients since inception. The California Consulting team boasts approximately 25 grant writers. Through years of experience our grant writers have a proven track record of success and have mastered their skills of identifying, researching, and obtaining funding for significant projects at every level of government. California Consulting grant writers have written over 1200 competitive grant applications that have been funded. Our aggressive, hard-working, and results-oriented style has translated into success for our clients. Our professional grant writers are diligent and stay current on every Federal and State grant available on a myriad of different topics and public policy areas. Whether it is workforce development, housing, recreation, education, parks money, or public safety our grants team knows where to locate grant funds and how to successfully write the applications.

Grant Funding Services

California Consulting is a full service grant writing firm. We are experts in the fields of grant research and identification. We prepare comprehensive and concise grant application packages. We submit grants in a timely fashion and follow through after the grant has been submitted to determine the status of the grant. We also conduct post award compliance and administration, as needed. California Consulting has a fundamental business philosophy founded on open communication and tailoring the grants we pursue to fit our client's strategic needs.

References

California Consulting references include key leaders from around the State. All of our current clients are references. California Consulting currently has contracts with over 40 cities across California, almost 40 School Districts, Non-Profits and others. A full client list can be obtained at www.californiaconsulting.org.

Pricing for Services

Scope of Services

California Consulting Project Manager will provide the following for the City of St. Helena:

- 1) Grant Writing and Support
- 2) Reporting for CDBG-CV grant
- 3) Reporting for two (2) NOIs for the Hazard Mitigation Grant Program.

Pricing Option 1: Per Grant Rate Schedule

We propose an agreement for a Per Grant basis, plus reimbursement of out of pocket expenses. The following is a breakdown of cost per grant rate schedule. The dollar amount of the funding request determines the cost to write the application.

Grant Amount Request	Cost
Up to \$10,000	\$1,500
\$10,001 - \$50,000	\$4,000
\$50,001 - \$100,000	\$5,500
\$100,001 - \$250,000	\$7,500
*Over \$250,000	\$9,000 - \$12,000

**Cost will be determined based on complexity of grant preparation for grant requests exceeding \$250,000*

Pricing Option 2: Hourly Rate- Research and Reporting

We propose a cost on an Hourly Basis, plus reimbursement of out of pocket expenses. Our Hourly Rate is **\$125.00 per hour not to exceed \$25,000** for research and reporting by one of our Project Managers.



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	August 27, 2024
FROM:	Ian Dale, Environmental Services Tech
SUBJECT:	July 2024 Review and Forecasting of City Water Supply Availability.
RECOMMENDED ACTION:	Receive and file.
PREVIOUS COUNCIL ACTION:	Monthly Receive and File reports to City Council.
STATEMENT OF THE PURPOSE:	To provide monthly updates of the amount of water produced at the Louis Stralla Water Treatment Plant, the Stonebridge Potable Water Wells, and potable water delivered from the City of Napa.
FINANCIAL IMPACT:	None.

BACKGROUND:

The City of St. Helena publishes a monthly water report on the City website (www.cityofstheleena.org/publicworks/page/water-reports). The report includes the amount of water produced at the Louis Stralla Water Treatment Plant and the Stonebridge Potable Water Wells, and potable water delivered from the City of Napa. In addition to presenting data on the amount delivered monthly, the report includes year-to-date information and prior year data. Water elevation and capacity at the Bell Canyon Reservoir is included as well as information on rain and temperatures.

At the City Council meeting of May 9, 2023, the City Council adopted Resolution 2023-46 adopting City Council goals for FY 2023-24. Five new City Council Goals for FY 2023-24 which include Goal 1: Financial Sustainability, Goal 2: Infrastructure and Environmental Sustainability, Goal 3: Water Security, Goal 4: Community Information and Engagement, and Goal 5: Quality of Life. City Council has the responsibility of establishing broad goals and the City's leadership has the responsibility to develop a work plan to achieve them.

DISCUSSION:

In connection with City Council Goal 2, City staff has developed a forecasting tool to facilitate its ability to optimize water use and track water availability. Included as Attachment 1 is the Monthly Water Report for July 2024. The water produced for July 2024 is up by 16% when compared to July 2023 and is down by -13% compared to the average of July 2018-2020. Below is a chart summarizing the water produced per source:

Water Produced per Source

Source	Average (2018 - 2020) (Acre-Feet)	July 2023 (Acre-Feet)	July 2024 (Acre-Feet)
Bell Canyon	81	40	77.89
Stonebridge Wells	43	51	36.82
Napa Water	64	51	50.65
Total	188	142	165.36

- Percent change from July 2023: 16%
- Percent change from average of July 2018 - 2020: -13%

Bell Canyon Reservoir

The City is no longer in water emergency conditions based upon the Phase I Water Emergency measures being terminated by City Council adopting Resolution No. 2023-94 on July 25, 2023. Bell Canyon Reservoir has adequate water to support the City's needs through this calendar year. The storage in Bell Canyon graph (Attachment 2) has been revised to include historic reservoir supply levels since July 2021. It also shows the water availability forecast through June 2026 based on the highest water usage during a non-drought year (FY 2019/20) and 10 inches of rainfall (lowest recorded).

As of August 1, 2024, Bell Canyon Reservoir elevation was at 418.56 feet representing approximately 2,125.66 acre feet (AF) and 89.18% capacity. Bell Canyon spillway level is 422 feet representing 2,383.69 acre feet in water supply volume. Below is a chart comparing Bell Canyon elevation levels, water supply availability in acre feet, and percent capacity of the reservoir on August 1st in 2022, 2023, and 2024.

Year	2022	2023	2024
Bell Canyon Elevation Level	413.55 Ft.	419.70 Ft.	418.56 Ft.
Acre Feet	1,767 AF	2,209.91 AF	2,125.66 AF
Percent Capacity	74.1%	92.7%	89.18%

As a follow up to the May 24, 2022, City Council meeting, staff developed a graph (Attachment 3) highlighting the relationship between the reservoir elevation level and water supply availability in acre feet. The graph shows the current status of the reservoir. Furthermore, the graph also displays the points where City Council decided to declare Phase I and Phase II Water Emergencies in 2020.

Continued Water Conservation

California experienced two consecutive dry years 2020 and 2021. Due to the combination of warmer-than-average temperatures and minimal precipitation in the state, the Department of Water Resources (DWR) declared 2021 as the fourth-driest year on record statewide. The record-breaking dry period in January and February 2022, and the absence of significant rains in March 2022, required DWR to reduce anticipated deliveries from the State Water Project (SWP). However, the reduction at

the time did not affect St. Helena as the City has multiple robust water sources not affected by the executive order. Water availability from the Bell Canyon reservoir is based on the City's State Water Rights permit and not the SWP. The City has not received any curtailment order from DWR nor does the City anticipate receiving one.

It should be noted that on July 25, 2023, the City Council adopted Resolution No. 2023-94 to formally end the Phase I Water Emergency. The projected demand on the system versus the anticipated rainfall over the next year reflects an available supply in Bell Canyon approximately 1,895 acre-feet, significantly above the 1,481 acre-feet standard for declaration of a Phase I Water Emergency. Staff will monitor State-wide and local drought conditions, weather conditions, and provide updates on a monthly basis. The corresponding staff report provided a variety of data to reflect the disposition of the water supply at that time in relation to the Council-adopted Safe Yield Policy.

City of Napa Water Supply

Normal operations continue at Rutherford Pump Station (RPS) and the City is taking delivery of the allotment purchased from City of Napa. During the month of July 2024, Rutherford Pump Station was producing an average of 0.53 MG/day for a total of 50.65 acre feet (AF) for the month.

ENVIRONMENTAL REVIEW: Not applicable.

GOAL:

Goal 3: Pursue Water Security & Sustainable Management of Water Resources

Goal 4: Provide Effective Community Information & Opportunities for Engagement

DOCUMENTS ATTACHMENTS:

[MWR July 1-31 2024](#)

[Attachment 2 - Bell Canyon Water Storage Forecast](#)

[Attachment 3 - Bell Canyon Storage Phase I II](#)

CITY OF ST. HELENA
MONTHLY WATER REPORT

CC: CC__X__ PC__X__ FILE____
 RECEIVED:____ BY: __

July 1-31, 2024

	LOUIS STRALLA WATER PLANT	STONEBRIDGE POTABLE WELLS	SBW IRRIGATION WATER	NAPA WATER	TK #1 & #2 ADJUST
AMOUNT PRODUCED in AF	77.89	36.82	1.07	50.65	-0.44
AMOUNT PRODUCED in MG	25.37	11.99	0.35	16.50	-0.14
PERCENT	47.2%	22.3%		30.7%	-0.3%

WATER PRODUCED DELIVERY (AGGREGATE)

	THIS YEAR	LAST YEAR
TOTAL PRODUCED THIS PERIOD	53.86 MG	46.50 MG
MAXIMUM DAILY PRODUCED	n/a MG	n/a MG
MINIMUM DAILY PRODUCED	n/a MG	n/a MG
AVERAGE DAILY PRODUCED	1.73 MG	1.50 MG

WATER YEAR TOTALS

	THIS FISCAL YEAR	%	LAST FISCAL YEAR	%
LOUIS STRALLA WATER PLANT	77.89 AF	47.1%	40.25 AF	28.2%
	25.37 MG		13.11 MG	
NAPA WATER	50.65 AF	30.6%	51.08 AF	35.8%
	16.50 MG		16.64 MG	
STONEBRIDGE POTABLE WELLS	36.82 AF	22.3%	51.42 AF	36.0%
	11.99 MG		16.75 MG	
TOTAL WATER PRODUCED DELIVERY (ALL)	165.36 AF	100.0%	142.75 AF	100.0%

SBW IRRIGATION WATER

	THIS MONTH	THIS MONTH, LAST YR.
STONEBRIDGE APARTMENTS	0.24 MG/July. 1 -31	0.13 MG/July. 1-31
NAPA VALLEY COLLEGE	0.11 MG/July. 1 -31	0.06 MG/July. 1-31

WATER ELEVATION, CAPACITY & RAINFALL

	THIS FISCAL YEAR	LAST FISCAL YEAR
ELEVATION BELL CANYON RESERVOIR	418.56 FT.	419.70 FT.
MONTHLY RISE OR DROP	-1.62 FT.	-1.23 FT.
CAPACITY AT END OF PERIOD	2125.66 AF	2209.91 AF
PERCENT OF FULL CAPACITY	89.2 %	92.7 %
RAINFALL IN THIS PERIOD	0.00 IN	0.00 IN
TOTAL RAINFALL SEASON TO DATE	0 IN	0.00 IN

TEMPERATURES

	THIS MONTH, THIS YEAR	THIS MONTH, LAST YR.
DEGREES IN FAHRENHEIT	58-106	45-100
AVERAGE	82	72.5

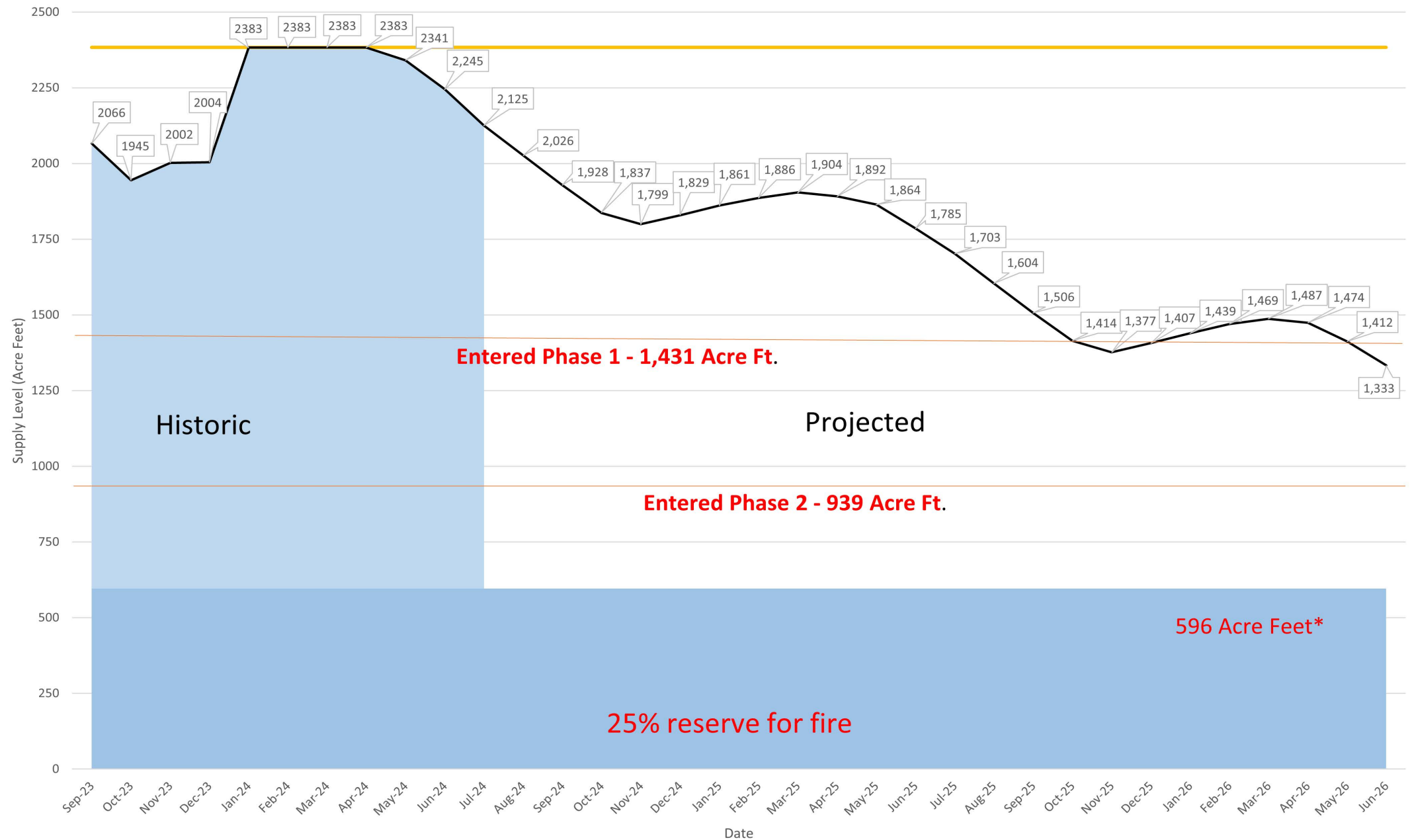
REMARKS

City of Napa Water Delivery: RPS producing an average of 0.53 MG/day during July 2024.

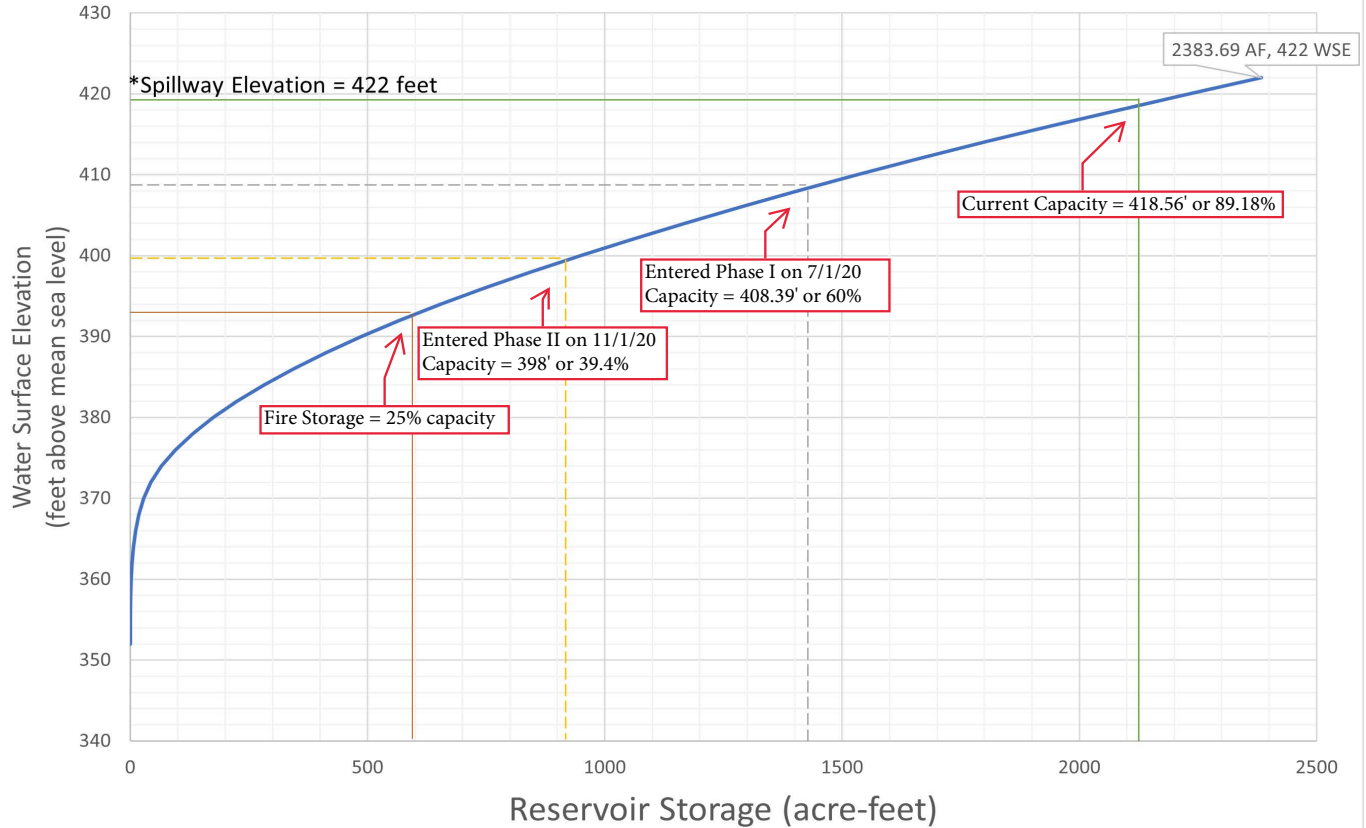
DISCLAIMER: The data presented in this report is approximate and for informational purposes only.

Updates will be provided if any errors are identified.

Bell Canyon Water Storage Forecast
 Assumes: (1) Highest usage during non-drought year (FY2019/20)
 (2) 10" of Rainfall (Lowest Recorded)



Bell Canyon Reservoir Stage-Storage Relationship





Agenda Report to the City Council

Agenda Section: PUBLIC HEARINGS

Department: Planning

DATE:	August 27, 2024
FROM:	Philip Henry, Chief Building Official
SUBJECT:	Introduction of Ordinance Adding Sections 15.18.020 through 15.18.090 of the St. Helena Municipal Code Chapter 15, (Buildings and Construction) to reduce Greenhouse Gas Emissions and the impacts of climate change.
RECOMMENDED ACTION:	Introduce and waive the first reading of the proposed Ordinance to: 1. Find that the proposed addition of Sections 15.18.020 through 15.18.090 to the St. Helena Municipal Code Chapter 15 is exempt from CEQA pursuant to CEQA Guideline Section 15061(b)(3); and . 2. Add Sections 15.18.020 through 15.18.090 to the St. Helena Municipal Code Chapter 15.
PREVIOUS COUNCIL ACTION:	Adoption of the 2022 California Energy Code on November 22, 2022.
STATEMENT OF THE PURPOSE:	To adopt a Reach Code as an implementation action of the General Plan.
FINANCIAL IMPACT:	None.

BACKGROUND:

On October 27, 2023, the Climate Action Committee which was formed under a Cooperative Joint Powers Agreement (JPA) to fund and administer the Napa Countywide Climate Action Program recommended that all member jurisdictions adopt a building “reach” code to further reduce GHG emissions. The Climate Action committee prepared a Regional Greenhouse Gas Emissions inventory which indicated that building energy use resulted in the release of 279,579 metric tons of carbon dioxide equivalent (MTCO₂e) in 2019, which comprised 22.9 percent of all GHG’s emitted in Napa County that year. As indicated in the Final Napa County Regional Greenhouse Gas Forecast (2019-2030), published on November 21, 2022, if no further actions are taken, building energy used in Napa County is estimated to release 277,244 MTCO₂e by 2030.

In August 2021, the California Energy Commission (CEC) adopted the 2022 California Energy Code. The California Energy Code was also considered by the California Building Standards Commission (CBSC) in December 2021. The 2022 Energy Code, which became effective on January 1, 2023, included key changes from the 2019

Energy Code. The changes included promoting usage of electric heat-pump technology, establishing electric-ready requirements for buildings when natural gas is installed, updating requirements for residential solar photovoltaic (PV) system and battery storage standards, and bolstering gas cooking ventilation standards.

Provisions for multi-family buildings include a compliance pathway for central heat-pump water heating and prescriptive heat-pump requirements for multifamily HVAC systems in dwelling units. Single-family dwelling requirements include a new prescriptive baseline based on either a heat-pump HVAC system or heat-pump water heating. Nonresidential buildings are required to add efficiency measures if not meeting prescriptive requirements such as heat-pump space heating.

DISCUSSION:

The City of St. Helena has adopted and enforces the 2022 California Energy Code. California Health and Safety Code Sections 17958, 17958.5, and 18941.5 permit a city to make local amendments and modifications to the building standards contained in the California Building Standards Code. It is the desire of the City of St. Helena to reduce GHG emissions and lessen the impact of climate change consistent with the City's General Plan.

For multiple reasons including health, safety, economics, and environmental benefits, there is considerable interest in all-electric new construction, or "building electrification", which means that buildings would not have any fossil fuel services. All-electric buildings have electric appliances for space heating, water heating, clothes drying, and cooking. The interest in building electrification stems from the fact that the power utility is providing 100% carbon-free electricity and eliminating the use of natural gas can greatly reduce greenhouse gas emissions from the building sector.

This Reach code provides incentives for new home builders to construct all-electric homes, but owners may continue to use natural gas appliances so long as they meet the minimum energy use requirements.

Where natural gas appliances are used, the electric panel must have dedicated circuits to allow future owners the option of converting to all electric appliances. In addition, construction must include a location for a future heat-pump compressor unit with drainage to allow for future electric conversion.

This proposed model Ordinance would do the following:

- Creates standards to disincentivize the use of natural gas in new single-family construction, with exceptions. These exceptions include:
 - a. Seasonally occupied agricultural buildings (less than 180 days/calendar year)
 - b. A free-standing Accessory Dwelling Unit
 - c. A Certificate of Compliance prepared by a Certified Energy Analyst

- Non-residential buildings will be required to provide Electric-ready requirements for future electric appliances where gas systems are installed.
- Requires subdividers to offer all-electric homes and/or Energy Storage Systems (batteries) as an option for buyers.
- Requires new single-family homes to reduce overall energy use by 13%.
- Requires new multi-family home to reduce overall energy use by 10%.

ENVIRONMENTAL REVIEW: The action is exempt pursuant to CEQA Guidelines Section 15061(b)(3).

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability

DOCUMENTS ATTACHMENTS:

[Reach Ordinance 7-23-2024 clean](#)

ORDINANCE NO. _____

ORDINANCE OF THE CITY COUNCIL OF ST. HELENA ADDING SECTIONS 15.18.020 THROUGH 15.18.090 TO CHAPTER 15.18 (CALIFORNIA ENERGY CODE-ADOPTED) OF TITLE 15 (BUILDINGS AND CONSTRUCTION) OF THE ST. HELENA MUNICIPAL CODE TO REDUCE GREENHOUSE GAS EMISSIONS AND REDUCE THE IMPACTS OF CLIMATE CHANGE

WHEREAS, the Countywide Climate Action Committee's recent Greenhouse Gas (GHG) inventory update illustrates the need for action to be taken to have an appreciable impact on climate change; and

WHEREAS, the 2022 Regional Greenhouse Gas (GHG) Emissions Inventory indicated that building energy use resulted in the release of 279, 592 metric tons of carbon dioxide equivalent (MTCO₂e) in 2019, which comprised 22.9 percent of all GHG's emitted in Napa County that year; and

WHEREAS, on October 27, 2023, the Climate Action Committee, formed under the Cooperative Joint Powers Agreement (JPA) to fund and administer the Napa Countywide Climate Action Program, recommended that all member jurisdictions adopt a building "reach" code to further reduce GHG emissions; and

WHEREAS, the 2022 California Energy Code comprising Title 24, Parts 1 and 6 of the California Code of Regulations was adopted by the City of St. Helena City Council on November 22, 2022 under Ordinance 22-12 § 3 and codified under Section 15.18.010 of the St. Helena Municipal code; and

WHEREAS, Public Resources Code Section 25402.1(h)(2) allows for the adoption of stricter conservation standards to lower energy demand and reduce GHG emissions; and

WHEREAS, California Health and Safety Code Sections 17958, 17958.5, 17958.7 and 18941.5 establish the authority for a city to adopt and make local amendments and modifications to the building standards in the California Building Standards Code to establish more restrictive building standards than those contained in the California Building Standards Code; and

WHEREAS, California Health and Safety Code Sections 17958, 17958.5, 17958.7 and 18941.5 permit a city to make such local amendments and modifications as the city determines are reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS, California Health and Safety Code Sections 17958, 17958.5, 17958.7 and 18941.5 require a city, before making any amendments and modifications to the California Building Standards Code, make an express finding that such amendments and modifications are reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS, California Health and Safety Code section 17958 requires that cities adopt building regulations that are substantially the same as those adopted by the California Building Standards Commission and contained in the California Building Standards; and

WHEREAS, the St. Helena City Council desires to adopt standards that are more restrictive than the 2022 California Energy Code to provide for greater GHG reductions than are currently required, thereby reducing the impacts of climate change; and

WHEREAS, the St. Helena City Council proposes to add by the adoption of this Ordinance Sections 15.18.020 through 15318.090 to Title 15 of the St. Helena Municipal Code to include stricter standards than the 2022 California Energy Code to better address local conditions; and

WHEREAS, the St. Helena City Council makes express findings that such modifications to Chapter 15.18 are reasonably necessary because of local climatic, geological or topographical conditions as set forth in this Ordinance; and

WHEREAS, pursuant to Public Resources Code Section 25402.1(h)(2), the St. Helena City Council also finds that the proposed modifications to Chapter 15.18 of the St. Helena Municipal Code by this Ordinance will save energy and are cost-effective within the City; and

WHEREAS, the City Council affirms that such modifications will result in designs that consume no more energy than that permitted under the 2022 California Energy Code; and

WHEREAS, express findings that these modifications to the Chapter 15.18 are reasonably necessary are hereby made and will be filed with the California Building Standards Commission in accordance with California Health and Safety Code Section 17958.7 before this ordinance takes effect.

NOW, THEREFORE, the City Council of St. Helena ordains as follows:

SECTION 1: Recitals. The Recitals set forth above are true and correct and incorporated into this Ordinance.

SECTION 2: Additions to Chapter 15.18. The following Sections 15.18.020 through 15.18.090 are hereby added to Chapter 15.18 of Title 15 (Buildings and Construction) of the St. Helena Municipal Code to read in full as follows:

15.18.020 Options for Homebuyers

Section 100.0.(e)(2)(D) of the CEnC is modified to read as follows:

D. Single-family Buildings.

i. Sections applicable. Sections 150.0 through 150.1 apply to newly constructed single-family buildings.

ii. Compliance approaches. In order to comply with Part 6, newly constructed single-family buildings must meet the requirements of:

- a. Mandatory measures: The applicable provisions of Sections 110.0 through 110.10, and 150.0; and
- b. Either:
 - (i) Performance approach: Sections 150.1 (a) and (b); or
 - (ii) Prescriptive approach: Section 150.1(a) and (c).

Exception to Section 100.0(e).2Diib: Seasonally occupied agricultural housing limited by State or Federal agency contract to occupancy not more than 180 days in any calendar year.

- (iii) Designers, builders, licensed contractors, professionals, or other owner designees of newly constructed single-family buildings shall provide all owners with the option of installing a stationary storage battery system and/or all-electric appliances.

15.18.030 Definitions

Section 100.1(b) of the CEnC is modified by adding the following definitions:

CERTIFIED ENERGY ANALYST is a person registered as a Certified Energy Analyst with the California Association of Building energy Consultants as of the date of submission of a Certificate of Compliance as required 10.103.

FREE STANDING ACCESSORY DWELLING UNIT is a detached building that is not intended for sale separate from the primary residence on a lot that is zoned for Single-family or Multi-family use, located on the same lot as an existing dwelling, and does not exceed 1,200 square-feet of total floor area.

GAS is natural gas as defined by the California Code of Regulations in CCR 17, Section 95481(106).

15.18.040 Electric Readiness for Nonresidential Structures

A new subsection, 120.9(d) of the CEnC is added to read as follows:

- (d) Where systems using gas are installed, dedicated circuits at the main building panel shall be provided with sufficient power to support future conversion of all fossil fuel fired service water heating appliances to electric appliances.

15.18.050 Electric Readiness for Single-family Units

The first two paragraphs of Section 150.0 of the CEnC are modified to read as follows:

Section 150.0 – MANDATORY FEATURES AND DEVICES

Single-family residential buildings shall comply with the applicable requirements of Sections 150.0(a) through 150.0(v).

NOTE: The requirements of Sections 150.0(a) through 150.0(r) and 150.0(f) 3 apply to newly constructed buildings. Sections 150.2(a) and 150.0(b) specify which requirements of Sections 150.0(a) through 150.0(r) also apply to additions or alterations.

Section 150.0(t) of the CEnC is modified to read as follows:

(t) Heat Pump Space Heater Ready

Systems using gas or propane furnaces to serve individual dwelling units shall include the following:

1. A dedicated 240-volt branch circuit wiring shall be installed within three feet from the furnace and accessible to the furnace with no obstructions. The branch circuit conductors shall be rated at 30 amperes minimum. The blank cover shall be identified as "240-V Ready". All electrical components shall be installed in accordance with the California Electrical Code.
2. The main electrical panel shall have a reserved space to allow installation of a two-pole circuit breaker for a future heat-pump space heater installation. The reserved space shall be permanently marked as "Future 240v use".
3. A designated exterior location for a future heat pump condenser unit either a drain or natural drainage for condensate shall be provided.

15.18.060 Performance Requirements for Single-family Units

A new section, 150.1(b).1.A, is added to the CEnC to read as follows:

In addition, the total source energy (EDR1) of the Proposed Design Building shall be less than the EDR1 of the Standard Design Building by a compliance margin of 13.

EXCEPTION 1 to Section 150.1(b)1.A. A free-standing Accessory Dwelling Unit.

EXCEPTION 2 to Section 150.1 (b) 1.A. If the Certificate of Compliance is prepared and signed by a Certified Energy Analyst, compliance margin may be reduced by one point, but in no event shall be less than zero.

15.18.070 Electric Readiness for Multi-family Units

A new section, 160.4 (g) is added to the CEnC to read as follows:

Systems using gas water heaters that do not serve individual dwelling units shall include a dedicated circuit at the main electrical panel with sufficient power to support future conversion of all fossil fuel-fired service water heating appliances to electric appliances.

15.18.080 Performance Requirements for Multi-family Units

Section 170.1 of the CEnC is modified to read as follows:

Section 170.1 – PERFORMANCE APPROACH: ENERGY BUDGETS

A building complies with the performance approach if the TDV energy budget (Time Dependent Valuation as defined in the California Energy Code) calculated for the Proposed Designed Building under Subsection (b) is no greater than the TDV energy budget calculated for the Standard Design Building under Subsection (a). Additionally, the energy budget, expressed in terms of source energy, of a newly constructed low-rise multifamily building (less than four habitable stories) shall be at least ten percent (10%) lower than that of the Standard Design Building.

EXCEPTION 1 to Section 170.1. If the Certificate of Compliance is prepared and signed by a Certified Energy Analyst, the compliance margin may be reduced by one percentage point, but in no event be less than zero.

SECTION 3: The St. Helena City Council finds and determines that this Ordinance has been assessed in accordance with the California Environmental Quality Act (Cal. Pub. Res. Code, § 21000 et seq.) (“CEQA”) and the State CEQA Guidelines (14 Cal. Code Regs. § 15000 et seq.) and is categorically exempt from CEQA under CEQA Guidelines, § 15061(b)(3), which exempts from CEQA any project where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. It is also exempt from CEQA pursuant to CEQA Guidelines, § 15038 which exempts actions taken by regulatory agencies for the enhancement and protection of the environment. As such, the Ordinance is categorically exempt from CEQA

SECTION 4: It is hereby declared to be the intention of the St. Helena City Council that the sections, paragraphs, sentences, clause, and phrases are severable, and if any phrase, clause, section or paragraph of this ordinance shall be declared unconstitutional or invalid by a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this ordinance.

SECTION 5: If any section, subsection, sentence, clause or phrase of the provisions depicted in this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining provisions adopted under this Ordinance. The City Council of the City of St. Helena hereby declares that it would have adopted the Ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases thereof shall be declared invalid.

SECTION 6. This Ordinance shall take effect upon the date the California Building Standards Commission accepts the ordinance for filing, but in no earlier than thirty (30) days from and after the date of its passage.

THE FOREGOING ORDINANCE was introduced at a regular meeting of the St. Helena City Council on the twenty-seventh day of August 2024, and was adopted at a regular meeting of St. Helena City Council on the ____ day of _____ 2024

Mayor Dohring: _____

Vice Mayor Hall: _____

Council Member Chouteau: _____

Council Member Kenealy: _____

Council Member Summers: _____

APPROVED:

Paul Jamison Dohring, Mayor

ATTEST:

CITY OF ST. HELENA

Cindy Tzafoopoulos, City Clerk

I, CINDY TZAFPOULOS, CITY CLERK of the City of St. Helena, California, do hereby certify that the foregoing Ordinance was regularly introduced and placed upon its first reading at a regular meeting of the City Council on the ____ day of _____, 2024. That thereafter said Ordinance was duly adopted and passed at a regular meeting of the City Council on the ____ day of _____, 2024, by the following vote:

Mayor Dohring: _____

Vice Mayor Hall: _____

Council Member Chouteau: _____

Council Member Kenealy: _____

Council Member Summers: _____

From: [Christopher J Warner](#)
To: [Cindy Tzafopoulos](#)
Subject: [External] City Council Agenda, August 27, 2024 - Item 11.1 - "Reach" Ordinance Re. GHG Emissions Reductions
Date: Sunday, August 25, 2024 5:02:53 PM

Cindy, please include the following comment and recommendation re. Agenda Item 11.1 on the August 27, 2024 City Council Agenda:

The "REACH" building code ordinance as drafted is well-intended and directed at incenting new residential and non-residential buildings to be electrified in order to reduce greenhouse gas emissions from domestic natural gas appliances. However, the staff report and draft ordinance contain no clear quantification of the comparative costs and benefits of the ordinance, particularly the costs of imposing the new electrification requirements and "readiness" standards on new affordable and workforce housing in St. Helena, including owned as well as rental housing. Nor does the staff report include any quantification of the costs of imposing the ordinance's requirements on new non-residential buildings and developments such as hotels and other retail establishments.

Also, it appears that the ordinance would apply certain of the "REACH" electrification standards to existing building owners or developers that seek approval of alterations or additions. (See Draft Ordinance Section 15.80.050, Note "Sections 150.2(a) and 150.0(b) specify which requirements of Sections 150.0(a) through 150.0(r) also apply to additions or alterations.")

I support a "REACH" ordinance that provides cost-neutral incentives and options for new buildings to reduce GHG emissions from domestic natural gas appliances through electrification as well as through other equivalent GHG reducing measures, such as energy efficient construction and retrofits. However, I recommend that the City Council action on the draft "REACH" ordinance proposed in Agenda Item 11.1 be deferred until quantitative cost-benefit data on the impact of the ordinance on affordable, workforce and retail buildings, both existing and new, be evaluated for reasonableness.

In addition, I recommend that any such ordinance contain a waiver option where a residential or non-residential building owner or developer can demonstrate that the costs of complying with such ordinance will render an otherwise beneficial new or retrofitted building project cost-ineffective and adverse to the City's goals of promoting additional affordable and workforce housing.

Thank you. My comments are personal only and do not reflect any professional, voluntary or appointed position or affiliation I have.

Christopher Warner
 1434 Grayson Avenue
 St. Helena, CA 94574
 415-309-9572



August 27, 2024

To: St. Helena City Council

Re: August 27 Item 11.1—Ordinance for a building Reach Code

We are writing to applaud the St. Helena City Council for moving forward to adopt a building reach code that will reduce GHG emissions from new buildings by encouraging all-electric construction.

The proposed ordinance will also help increase charging infrastructure for EVs by requiring wiring and outlets for EV chargers, improve public health by discouraging gas appliances and their [toxic emissions](#), and make housing more affordable by increasing the energy efficiency of new buildings.

This action will allow St. Helena residents to take advantage of clean, renewable, carbon-free energy produced on-site (with solar panels) or from the grid. As Bill McKibben pointed out in a June 27 New Yorker [article](#) “this spring for some portion of almost every day, a combination of solar, wind, geothermal, and hydropower has been producing more than a hundred per cent of California’s demand for electricity.”

Adopting the ordinance is an important step to take to achieve our region’s goal of reducing climate pollutants to net zero by 2030. It shows that St. Helena is serious about doing its part to limit warming and its disastrous consequences.

Thank you for your action.

The Napa Climate NOW! Steering Committee

Lynne Baker, Co-Chair

Marilyn Knight-Mendelson, Co-Chair

Chris Benz

Linda Brown

Jim Wilson



Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Administration

DATE:	August 27, 2024
FROM:	Cindy Tzaopoulos, City Clerk
SUBJECT:	Adopting a resolution appointing one applicant to the Library Board of Trustees to fill a vacancy
RECOMMENDED ACTION:	Adopt a resolution appointing an applicant to the Library Board of Trustees.
PREVIOUS COUNCIL ACTION:	The City Council adopted a resolution on June 25, 2024 to fill expiring terms and leave the recruitment open until vacancies are filled.
STATEMENT OF THE PURPOSE:	To fill the Library Board of Trustees vacancy.
FINANCIAL IMPACT:	None

BACKGROUND:

The City Council adopted a resolution on June 25, 2024 to fill expiring terms of office for all boards, committees and commissions and leave the recruitment open until all vacancies are filled.

The City Clerk left the Library Board of Trustees recruitment open due to not receiving enough applications and solicited applications from interested community members.

DISCUSSION:

The City of St. Helena received three applications for the Library Board of Trustees.

Library Board of Trustees

Janet Myers resigned on June 11, 2024 leaving one opening with an expiring term June 30, 2025.

Three applications were received from Hailey Covey, Jonathon Furuta and Nadia Torres.

Per City Council Rules of Procedure appointments shall be made by interview and the Mayor shall nominate applicants with the appointments subject to approval by the majority of Council. The City Council convened an applicant interview meeting on August 27, 2024 at 5:30 pm at Vintage Hall Wellness Center.

DOCUMENTS ATTACHMENTS:

[Appointments Resolution](#)

[Boards and Commissions Members Updated 08-13-2024](#)

[Library Board of Trustees Application - Hailey Covey - 06 Aug 2024](#)

[Library Board of Trustees Application - Jonathan Furuta - 06 Aug 2024](#)

[Library Board of Trustees Application - Nadia Torres](#)

CITY OF ST. HELENA

RESOLUTION NO. 2024-

Appointing an applicant to the Library Board of Trustees

RECITALS

- A. Janet Myers resigned on June 11, 2024 from the Library of Trustees leaving one opening with an expiring term on June 30, 2025; and
- B. On June 25, 2024 the City Council adopted a resolution appointing applicants to various boards, commissions and committees and left the recruitment open for all unfilled positions; and
- C. Applications have been received from community members for the Library Board of Trustee opening; and
- D. Per City Council Rules of Procedure appointments shall be made by interview and the Mayor shall nominate applicants with the appointments subject to approval by the majority of Council; and
- E. An applicant interview meeting is scheduled to be held On August 27, 2024 at 5:30 p.m.

RESOLUTION

NOW, THEREFORE, the City Council of the City of St. Helena resolves as follows:

Library Board of Trustees

- 1. _____, is appointed to the St. Helena Library Board of Trustees to fill a vacant position that expires on June 30, 2025.

Approved at a Regular Meeting of the St. Helena City Council on August 27, 2024, by the following vote:

Mayor Dohring: _____
Vice Mayor Hall : _____
Council Member Chouteau: _____
Council Member Summers: _____
Council Member Kenealy: _____

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Cindy Tzaopoulos, City Clerk

St. Helena Boards, Committee & Commissions Roster

Updated: 08-13-2024

Name	Address	Phone Number	Email Address	Appointment Date	Term Expires
Active Transportation & Sustainability Committee Meets 1st Wednesday @ 5:00 PM, Main Conference Room City Hall Term of office is 2 years					
John Zimmerman				4/13/2021	6/30/2025
Glenn Smith				9/8/2015	6/30/2026
Coral Posert				7/1/2024	6/30/2026
Jeff Farmer				6/27/2017	6/30/2025
Natalia Ramirez Guzmàn				7/1/2024	6/30/2026
Richard Seiferheld - Alternate				7/1/2024	6/30/2026
Vacant - Alternate					6/30/2026
City Council Liaison/Paul Dohring		B 707-942-1298	pdohring@cityofsthelena.org		
Staff Liaison/Rebecca White	St. Helena City Hall	707-312-2230	rwhite@cityofsthelena.org		
Library Board of Trustees Meets 2nd Wednesday @ 5:00 PM, St. Helena Library Term of office is 2 years					
Gillian Casey, Vice Chair				6/27/2023	6/30/2025
Vacant					6/30/2025
Alexandra Haslip				11/9/2021	6/30/2026
Dana Johnson				7/1/2024	6/30/2026
Jack Stuart				7/1/2024	6/30/2026
Michelle Deasy				7/1/2024	6/30/2025
Deborah Claymon Boeschen, Chair				4/25/2023	6/30/2026
City Council Liaison/Council Member Chouteau		968-1865	achouteau@cityofsthelena.org		
Staff Liaison/Melinda Cervantes	St. Helena Public Library Executive Associate	963-5244	mcervantes@shpl.org		
Parks and Rec Commission Meets 3rd Monday @ 4:30 PM, Carnegie Building Term of office is 2 years					
Jim Anderson				6/27/2023	6/30/2025
Courtney Andrain				6/27/2023	6/30/2025
Stephanie Smithers				7/1/2024	6/30/2026
Doug Boeschen				6/28/2022	6/30/2026
John Thompson				7/1/2024	6/30/2026
City Council Liaison/Council Member Summers			bsummers@cityofsthelena.org		
Staff Liaison/Dave Jahns	Parks & Recreation Dept. Office	967-2798	djahns@cityofsthelena.org		
Planning Commission Meets 1st & 3rd Tuesday @ 6:00 PM, Vintage Hall Term of office is 4 years					
John Ponte, Chair				6/27/2017	6/30/2025

Autumn Anderson				2/12/2019	6/30/2028
Chris Warner, Vice Chair				6/28/2022	6/30/2026
Hector Lopez				4/9/2024	6/30/2025
Sue Furdek				4/25/2023	6/30/2028
Staff Liaison/Maya DeRosa	Community Development Director	967-2783	mderosa@cityofstheleena.org		
Napa County Mosquito Abatement - St. Helena Representative					
Brian Cramer				7/14/2015	12/31/2025
Active Transportation Advisory Committee (ATAC) to NVTA		Meets 4th Monday @ 5:00 PM		Term of office is 3 years	
Glenn Smith				6/25/2024	6/30/2027



City of St. Helena

CA-24-029

COMMISSION/COMMITTEE APPLICATION

Received Date: July 10, 2024

Application Type: Library Board of Trustees

NAME: Hailey Covey

ADDRESS: [REDACTED], St Helena, CA, 94574

PHONE: [REDACTED]

EMAIL ADDRESS: haileycovey@gmail.com

LENGTH OF RESIDENCY: 14 years

EMPLOYMENT STATUS: Other

REASON FOR APPLYING: Recommended by Stephanie Gamble and Deborah Claymon Boesch

EDUCATIONAL BACKGROUND:

Sonoma State University - Rohnert Park, CA
Bachelor of Science in Business Administration: Marketing, Wine Business (Double Concentration)
2009-2011

American Institute for Foreign Study – Florence, Italy
Study Abroad Program: General Business, Art History
2009

Santa Rosa Junior College - Santa Rosa, CA
Associate of Arts
2007-2008

Texas Tech University - Lubbock, TX
Pre-Professional Health Careers: Pre-Nursing, General Education
2005-2007

J.J. Pearce High School - Richardson, TX
2001-2005

COMMUNITY INVOLVEMENT:

Children's (Primary) Art Committee | Wine Committee, St. Helena Montessori School
Dec 2023 to Mar 2024
("Festa Primavera" auction and dinner fundraiser raised \$1.5 million for the school)

Youth Cheerleading Coach, St. Helena 'Carpy Gang'
May 2016 to Nov 2019

Spirit Program Director, St. Helena High School
May 2015 to May 2016

Spirit Program Director, Calistoga High School

THIS DOCUMENT AND ALL ATTACHMENTS ARE AVAILABLE FOR PUBLIC INSPECTION

Oct 2011 to May 2015

E-Auction Committee, Napa Valley Vintners Association
May 2011 to June 2011
(Auction Napa Valley - 2011 Honorary Chair – Rombauer Vineyards)

New Media Subcommittee, Napa Valley Vintners Association
Jan 2010 to Jan 2011

REFERENCE 1:

Name: Katy Stambaugh
Address: 1600 S. [REDACTED]
Phone Number(s): (707) 237-4211
Email: kstambaugh@gmail.com

REFERENCE 2:

Name: Brandon Farrell
Address: 4504 Kennedy Court
Phone Number(s): (916) 498-0000
Email: bfarrell@st-helena.org

REFERENCE 3:

Name: Hannah Waters
Address: 1000 Gracella Drive
Phone Number(s): (707) 260-1000
Email: hannahwaters@st-helena.org

GENERAL QUESTIONS:

Have you ever attended a meeting of the Commission to which you are applying?

No

What is your understanding of the role and responsibility of this Commission?

Ambassador to the St Helena Public Library

What would be your goal(s) as a Commissioner?

As a public library advocate, my goals include promoting literacy, increasing community involvement, advocating for library needs and collaborating with other organizations.

Have you previously served, or do you currently serve, on a St. Helena Commission or Committee? If yes, which one(s) and for what period of time?

No

I agree that all of the information contained in my responses to the questions on this application are true and accurate to the best of my knowledge. I further agree that, by checking the box below and submitting this application, online or otherwise, I am affixing my digital signature to this form as of the date submitted. I also agree that if appointed, I will serve on the Commission/Committee for which I have submitted this application.

☒ I AGREE

Hailey Cook Covey

July 10, 2024

THIS DOCUMENT AND ALL ATTACHMENTS ARE AVAILABLE FOR PUBLIC INSPECTION

HAILEY C. COVEY

1001 [REDACTED] VE • ST. HELENA, CA 94574
 MOBILE: (707) [REDACTED] EMAIL: [REDACTED]

AMBASSADOR • PLANNING & COMMUNICATIONS • GUEST SERVICES • OPERATIONS

EXPERIENCED PROFESSIONAL, PARENT, AND ST HELENA RESIDENT

A caring, detail-oriented, and trustworthy professional looking to utilize over 17 years of business and volunteer experience in St Helena and Napa Valley. Seeking a role with the Library Board of Trustees in which I can impart my passion and knowledge for the benefit of the community with the St Helena Public Library.

HOSPITALITY • WINE, FOOD & AGRICULTURE • MICROSOFT OFFICE • PATRON RELATIONSHIPS

SUMMARY OF QUALIFICATIONS

- Holds a B.S. in Business Administration, with a double concentration in Marketing and Wine Business
- Over 17 years of wine industry experience in high-end, luxury hospitality, including over three years with Promontory
- Aims to employ a warm and welcoming demeanor with each patron, with a focus placed on being personable and attentive to the individual needs of each
- Excels in planning and communications, with experience handling incoming calls, inbound and outbound communications with inquiries and leads, coordinating direct correspondence to patrons, and handling relationship management
- Strives to provide the highest level of guest services and provide an exceptional experience, from coordinating reservations to scheduling visits to the winery through hosting guests
- Possesses a wide range of experience in a number of operational facets within the industry, with the ability to draw upon this background to effectively manage broad duties
- A continuous learner, with interests across many subjects and willingness to continually broaden knowledge base
- Adept at juggling and shifting multiple priorities while working under stringent pressure and time constraints
- Exceptional organizational, interpersonal, oral/written communication, listening, and problem resolution skills contributing to bottom-line results while providing world-class client service
- Proficient in Microsoft Excel, Word, Outlook, Microsoft Dynamics 365, and ShipCompliant
- Holds a valid California driver's license; able to meet all physical requirements

PROFESSIONAL WINE INDUSTRY EXPERIENCE

Beneath the Fog – St. Helena, CA
Founder

Mar 2022 to Present

- Founded a business focused on curating and coordinating itineraries for guests visiting Napa Valley
- Employs experience acquired as an ambassador at Promontory to elevate the experience of clients visiting the Napa Valley
- Utilizes local network and working knowledge of the wine and hospitality industries to attain an exceptional guest experience

Promontory (Domain HWH | Pacific Union Company) – Oakville, CA
On Site Ambassador

Jun 2017 to Jan 2021

- Communicated the culture of the family domain, and engaged with guests' interests across a variety of subjects as an ambassador and storyteller
- Strove to nurture and establish long-term relationships with existing patrons and guests
- Provided authentic tastings on property curating the experience to individual interests without compromising the core values of the Harlan Domain
- Assisted in developing relationships with local referral networks and being present at on-site and off-site events, as needed
- Aimed to provide exceptional hospitality and a memorable experience during hosting of private visits and special events
- Built rapport with guests, imparted information in a tailored approach about the winery's land, philosophy and wines
- Garnered positive responses to Founder's List; invited guests to acquire library wines and/or join the Founder's List
- Assisted with coordinating overall winery hospitality schedule of Promontory in partnership with the hospitality team
- Identified and assisted with designing constant improvements to the overall guest experience
- Coordinated acquisitions and wine delivery with the appropriate department (accounts receivable, inventory, and fulfillment)
- Supported with set-up and breakdown of visits and tastings, and ensured the winery was maintained in pristine condition
- Collected, recorded, and update the database with personal, preference and purchase history information for all guests

Seasonal Vineyard Intern

Mar 2020 to Jul 2020

- Assisted with GPS + GNSS vine mapping project to tie vine histories to mapped locations
- Aided the Viticulturist with the rigorous, caring, and thoughtful collection of viticulture data at all domain vineyards
- Afforded insights that enabled the winegrowing team to continuously advance the precision and responsiveness of farming practices
- Carried out additional duties including collecting various data for crop estimates, scouting vineyards for plant performance, supporting maturity sampling,

Macauley Vineyard – St. Helena, CA

Mar 2012 to Jun 2017

Hospitality + Operations Manager

- Served as the lead host for any guests visiting tasting facility, ensuring that each guest enjoys her/his experience, hosting with a focus that begins with initial contact and impression on through the end of the visit
- Represented Macauley brand at portfolio tastings within and outside of California
- Built customized itineraries for customers to further provide high customer service in conjunction with developing a referral network within the Napa Valley
- Oversaw operations, served as the main point of contact for team members, vendors, warehouses, and direct to consumer
- Executed marketing endeavors including email, social media, and marketing copy and collateral (release letters, order forms, shelf-talkers) from inception
- Carried out additional duties including maintaining Macauley Vineyards tasting room, communicating brand positioning, maintaining company website, leading hospitality/industry and revenue events, presiding over inventory, building client relationships, and enhancing local industry contacts

Hunnicutt Wines - St. Helena, CA

Aug 2013 to Nov 2013

Vintner Internship

- Assisted with various winemaking duties for 20 wine brands managed by 13 winemakers at Hunnicutt's custom crush facility

Rombauer Vineyards, Inc. - St Helena, CA

Aug 2008 to Oct 2011

Accounts Receivable | Marketing Assistant

May 2009 to Oct 2011

Hospitality

Aug 2008 to Dec 2008

EDUCATION

Sonoma State University - Rohnert Park, CA
Bachelor of Science in Business Administration: Marketing, Wine Business (Double Concentration)

American Institute for Foreign Study – Florence, Italy
Study Abroad Program: General Business, Art History

Texas Tech University - Lubbock, TX
Pre-Professional Health Careers: Pre-Nursing, General Education

TECHNICAL SKILLS

Proficient in the use of MS Office (Word, Excel, PowerPoint), Microsoft Dynamics 365, and ShipCompliant as well as standard office software applications and databases including RMS, POS, Kwig Tag, Navision; basic knowledge of Adobe Creative Suite (Photoshop, Dreamweaver, Illustrator etc.), Vertical Response, eWinery Solutions, Vin65, and Copperpeak Logistics.

CERTIFICATIONS

Introductory Sommelier Certified - Court of Master Sommeliers, Americas
CA Responsible Beverage Server Certified • Fork-lift Operation, Site- Specific Certified
California Mandated Reporter • CPR Certified • NCA Coaching Certification • First-Aid Certified • NHFS Certified

VOLUNTEERISM & COMMUNITY INVOLVEMENT

Children's (Primary) Art Committee Wine Committee, St. Helena Montessori School ("Festa Primavera" auction and dinner fundraiser raised \$1.5 million for the school)	Dec 2023 to Mar 2024
Youth Cheerleading Coach, St. Helena 'Carp' Gang	May 2016 to Nov 2019
Spirit Program Director, St. Helena High School	May 2015 to May 2016
Spirit Program Director, Calistoga High School	Oct 2011 to May 2015
E-Auction Committee, Napa Valley Vintners Association (Auction Napa Valley - 2011 Honorary Chair – Rombauer Vineyards)	May 2011 to June 2011
New Media Subcommittee, Napa Valley Vintners Association	Jan 2010 to Jan 2011



City of St. Helena

CA-24-030

COMMISSION/COMMITTEE APPLICATION

Received Date: July 15, 2024

Application Type: Library Board of Trustees

NAME: Jonathan Furuta
ADDRESS: 19501 Highway 101, St Helena, California, 94574
PHONE: 707-444-1000
EMAIL ADDRESS: jfuruta@sthenelibrary.com
LENGTH OF RESIDENCY: 1.5 years
EMPLOYER: Ingenio, LLC - Lead Software Engineer
EMPLOYMENT STATUS: Employed
REASON FOR APPLYING: I would like to giving back to the St Helena Library. My son is almost 2 years old and has been attending story time every week for the last year and a half. My wife, my son, and I all attended The Silly Circus Show last week, such a fun afternoon treat for us. My son's passion for reading has been growing exponential, and we attribute that to the culture of the St Helena Library. We have all gotten community benefits from spending time in the wonderful St Helena Library.

It would be an honor to advise on the library board and make strategic recommendations for the children, young adults, and entire St Helena community. I have borrowed a couple books in person, and I also borrow e-books to my kindle directly through the library. I work in technology as a software engineer and hopefully could make strides in providing technological guidance to push the St Helena library into the future.

EDUCATIONAL BACKGROUND: UCLA Bachelor's of Science - Biochemistry, Minor in Music History
COMMUNITY INVOLVEMENT: Boy Scouts of America - Eagle Scout rank

REFERENCE 1: Name: Deborah Claymon
Address:
Phone Number(s):
Email:

REFERENCE 2: Name: John Harrington
Address:
Phone Number(s):
Email:

REFERENCE 3: Name: Verna Steinhauer
Address:
Phone Number(s):
Email:

GENERAL QUESTIONS:

THIS DOCUMENT AND ALL ATTACHMENTS ARE AVAILABLE FOR PUBLIC INSPECTION

Have you ever attended a meeting of the Commission to which you are applying?

No

What is your understanding of the role and responsibility of this Commission?

I understand it as advising the library leadership and advising the city counsel on all library related topics.
Being a strong advocate for the library in the community, to accurately portray the library among the city, and
to be an ambassador to represent the library in a positive light.

What would be your goal(s) as a Commissioner?

To continue the excellence of the library and modernize for many generations to come.

I agree that all of the information contained in my responses to the questions on this application are true and accurate to the best of my knowledge. I further agree that, by checking the box below and submitting this application, online or otherwise, I am affixing my digital signature to this form as of the date submitted. I also agree that if appointed, I will serve on the Commission/Committee for which I have submitted this application.

☒ I AGREE

Jonathan Furuta

July 14, 2024

THIS DOCUMENT AND ALL ATTACHMENTS ARE AVAILABLE FOR PUBLIC INSPECTION



City of St. Helena

CA-24-031

COMMISSION/COMMITTEE APPLICATION

Received Date: August 6, 2024

Application Type: Library Board of Trustees

NAME: Nadia Torres

ADDRESS: 4628 Woodhurst Ct., Saint Helena, CA, 94574

PHONE: 707-938-5538

EMAIL ADDRESS: nadia.torres@sthelema.org

LENGTH OF RESIDENCY: 1982-current

EMPLOYER: St. Helena Unified School District

EMPLOYMENT STATUS: Employed

REASON FOR APPLYING: As a lifelong St. Helena resident, the SHPL has always been my happy place. I want to do my part to help ensure the continued growth and success of this incredible resource for all in our community.

EDUCATIONAL BACKGROUND: Saint Helena High School: Class of 2001
Sonoma State University: 2005; B.A in Latin American Studies and Liberal Studies/
K-12 teaching credential (Bilingual)
Concordia University Irvine: 2016; M.A. e.d in School Administration

OTHER RELEVANT EXPERIENCE: 8th grade math teacher: St. Helena Catholic School; 2003-2005
Dual Immersion Teacher: Napa Valley Language Academy (grades 5 & 6); 2005-2013
Spanish Teacher: St. Helena Primary & Elementary Schools; 2015-2019
Classroom Teacher: St. Helena Primary & Elementary Schools: 2019-Present

COMMUNITY INVOLVEMENT: Sun and Stars Montessori School Board of Directors: 2014
St. Helena Preschool for all Board of Directors: 2018-2022

REFERENCE 1: Name: Gillian Casey
Address: 4628 Woodhurst Ct.
Phone Number(s): (707) 938-5200
Email: gilliancasey@gmail.com

REFERENCE 2: Name: Laura Symon
Address: 1650 Spring Mountain Rd.
Phone Number(s): (415) 236-0110
Email: laurasymon@gmail.com

REFERENCE 3: Name: Angie Bond
Address: 1414 1st St.
Phone Number(s): 707-938-5538
Email: abond@sthelema.org

GENERAL QUESTIONS:

THIS DOCUMENT AND ALL ATTACHMENTS ARE AVAILABLE FOR PUBLIC INSPECTION

Have you ever attended a meeting of the Commission to which you are applying?

No

What is your understanding of the role and responsibility of this Commission?

To help ensure the growth and success of the SHPL

What would be your goal(s) as a Commissioner?

As an educator and parent, I know firsthand the important role that access to books and education has for a community. My goal is to bring my perspective as a member of the SH Latino community, as the parent of two SH teens and as an SH teacher to do my part to help ensure the continued growth and success of our public library and the power it provides for our town.

Have you previously served, or do you currently serve, on a St. Helena Commission or Committee? If yes, which one(s) and for what period of time?

No

I agree that all of the information contained in my responses to the questions on this application are true and accurate to the best of my knowledge. I further agree that, by checking the box below and submitting this application, online or otherwise, I am affixing my digital signature to this form as of the date submitted. I also agree that if appointed, I will serve on the Commission/Committee for which I have submitted this application.

☒ I AGREE

Nadia Torres

June 8, 2024

THIS DOCUMENT AND ALL ATTACHMENTS ARE AVAILABLE FOR PUBLIC INSPECTION



Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Administration

DATE:	August 27, 2024
FROM:	April Mitts, Assistant City Manager
SUBJECT:	Review, Discussion, and Direction of Ad Hoc Water/Wastewater Exploratory Committee Recommendation to City Council.
RECOMMENDED ACTION:	Review and discuss the WWE Committee recommendation and provide direction to staff.
PREVIOUS COUNCIL ACTION:	10/24/24 - City Council established Water and Wastewater Exploratory Committee 11/28/23 - City Council appointment of Water and Wastewater Exploratory Committee
STATEMENT OF THE PURPOSE:	Review the Ad Hoc Water and Wastewater Exploratory Committee recommendation and provide direction to staff.
FINANCIAL IMPACT:	None.

BACKGROUND:

In 2022, City Councilmembers began to receive requests from a group of residents to establish a permanent commission focused on matters relating to the Water and Wastewater Enterprises. The group provided members of the Council and the City Manager a 14-page draft bylaws and subsequently a shorter two-page proposal that contained an excerpt from the draft bylaws. On [November 22, 2022](#), a presentation was made to the City Council on the proposal for a permanent Water and Wastewater Commission which also included an excerpt from the draft bylaws as well as a sample ordinance.

Proponents reasons for and rationale behind the request for a permanent commission, noted in the original draft bylaws and subsequent proposal, included the following:

1. Act in an advisory capacity to the City Council in all matters pertaining to the St. Helena Water and Wastewater Enterprises ("Enterprises") and the maintenance and management thereof.
2. Recommend to the City Council, after public input, the adoption, amendment, or repeal of ordinances relating to Chapter 13 Public Services of the St. Helena Municipal Code.
3. To consider the annual budget of the Public Works Department during its preparation and make recommendations with respect thereto to the City Council.
4. Make recommendations concerning the proposed Enterprise budgets, Capital Improvement Programs (CIPs), Rates, and Water Resale applications.

5. Provide consistent oversight to the Enterprise financials, CIP, rates, and operational adequacies.
6. Provide a monthly forum for ratepayers to ask questions and voice issues.
7. Take on the responsibilities of the Measure H oversight committee and the Water Advisory Board tied to Phase II and Phase III water restrictions.
8. Assist with the work of the Enterprises and in doing so potentially save money by eliminating consultants.
9. Provide collaborative technical guidance, continuity, and understanding regarding all water projects to City staff.
10. Save staff time.
11. Access potential talent of local citizens to supplement City staff expertise.
12. Assist the City Council in decisions regarding the quality, affordability, and sustainability of water.
13. Set priorities for the Capital Improvement Plan (CIP).
14. Ensure that projects are completed on time as listed in the rate study.
15. Provide continuity and history and thereby augment the institutional knowledge of the Enterprises.

On September 26, 2023, City Council provided direction to establish a Water and Wastewater Enterprises Exploratory Committee (WWE Committee or Ad Hoc Committee) comprised of Mayor Dohring, Councilmember Hardy (replaced by Councilmember Summers) and three residents for the purpose of identifying the issues for which qualified volunteers can best support the Water and Wastewater Enterprises and to make recommendations to the Council as to how best to organize an advisory body for the purpose. At that meeting, and at the advice of the City Attorney, it was determined that the committee would be governed by the Brown Act.

On October 24, 2023, the City Council adopted a resolution establishing the Ad Hoc Water/Wastewater Exploratory Committee and directed staff to conduct a recruitment.

The City received 6 applicants for the Ad Hoc Committee and on November 28, 2023, the City Council appointed three residents to the Ad Hoc Committee:

1. Arlene Corsetti (resigned from committee on 5/7/24)
2. Garry Rose
3. Gary Matak

The staff liaison to the WWE Committee was Assistant City Manager Mitts.

Staff would like to thank and commend the WWE Committee members for their diligence in attending the meetings, doing research, and engaging in lengthy discussion on the topic.

DISCUSSION:

The Water/Wastewater Exploratory Committee ("WWE Committee") met a total of six times to identify issues that qualified volunteers could best support the Water and Wastewater Enterprises. Below are links to each meeting:

[January 10, 2024](#)

[January 18, 2024](#)

[February 1, 2024](#)

[May 6, 2024](#)

[June 7, 2024](#)

[June 28, 2024](#)

The gap between the February and May meetings was due to the resignation of Councilmember Hardy from the City Council and the need to replace his position as Vice Chair of the Committee with Councilmember Summers.

During meetings WWE Committee members referred to the permanent group being discussed as a "committee", "task force", "commission", "Ad Hoc", etc. For the purpose of this report, all discussions of this body will be referred to as "committee."

During meetings WWE Committee members put forth ideas and had discussions regarding the following:

- Other agencies who have water/wastewater commissions
- Why have a permanent committee
- What purpose a permanent committee would serve
- Potential tasks that could be delegated to a committee

Details regarding the WWE Committee meetings can be found using the links to the meetings (above) and are provided below the WWE Committee recommendation.

At its final meeting, the WWE Committee unanimously supported the recommendation to City Council for a Trial Water/Wastewater Advisory Committee. The recommendation is summarized below with the full recommendation provided as Attachment 1.

WWE COMMITTEE RECOMMENDATION FOR CITY COUNCIL CONSIDERATION (summary)

At its final meeting, the WWE Committee unanimously supported the recommendation to City Council for a Trial Water/Wastewater Advisory Committee. The WWE Committee recommendation is summarized below with the full recommendation provided as Attachment 1.

PURPOSE: To be an added resource to City Council and City staff by being available to provide technical assistance, evaluate long-term needs and develop plans to address

those needs, and serve as a trusted resource as staff manages various projects, as assigned by City Council.

PHILOSOPHY: To look ahead and build a culture where members of the Committee can collaborate with and be supportive of staff. It will not be a forum to override Council priorities/direction or seek to manage staff or projects. Be forward-thinking in nature, with a focus on current policy issues and long-term planning through policy development.

TRIAL PERIOD: A trial period of 24 months is being recommended with regularly scheduled meetings every two months, meeting a minimum of 10 times during the trial period.

COMPOSITION, STRUCTURE, AND TERM: Brown Act body with the following composition: (1) comprised of highly skilled professionals in technical or business disciplines, (2) composed of five regular voting members and one alternate, (3) a minimum of three regular members shall (be encouraged to) have relevant professional competency, and (4) one member may be a ratepayer residing outside the City limits.

If the Committee is deemed to be an effective resource worthy of continuance past the trial period, City Council will be asked to take action to extend the existence of the committee and/or convert it to a standing committee. The term of a Committee member shall be four years with staggered terms.

DUTIES: Members of the Committee and the Committee as an entity serve in an advisory capacity to the City Council on matters pertaining to the Water and Wastewater Enterprises as directed by the City Council and aligned with City Council Goals and Objectives and City staff's workplan and capacity.

Based on the adopted City Council goals and current staff workplan, it is anticipated the Committee may focus its initial term in the following areas:

- Water supplies and distribution.
- Water demand and conservation management.
- Wastewater treatment and collection.
- Water conservation/consumption/re-use.
- Water quality.
- Citizen input and education.

EVALUATION AND TRIAL PERIOD: At the end of the trail period, City Council will seek input from City staff and members of the Committee in order to evaluate the efficacy and effectiveness of the Committee.

WWE COMMITTEE MEETING DISCUSSION ITEMS

The following provides a summary of the main topics discussed during the six WWE Committee meetings.

Why, Purpose, and Tasks

During meetings there were three main discussion points:

- Why have a commission?
- What is the purpose of a commission?
- What tasks could be given to a commission?

Below is a summary of the discussion points in each of the three areas. It should be noted, there was not consensus in all the areas listed below but the discussion points that lead to the final recommendation to City Council by the WWE Committee.

Why have a commission?

1. Provide consistent oversight to the Water and Wastewater enterprise ("enterprise") financials, CIP, rates, and operational adequacies.
2. Give a voice to ratepayers questions and issues.
3. Provide a formal interface between the citizens of St. Helena and the City Council for all aspects of the enterprises.
4. Allow for more in-depth analysis of issues associated with the enterprises.
5. Provide continuity to running the enterprises [citing the high staff turnover and changing City Council's].
6. Provide a necessary group to look into the future water issues such as recapture and conservation.
7. Reduce staff time.
8. Assist with the work of the Enterprises and in doing so potentially save money by eliminating consultants.
9. Provide collaborative technical guidance, continuity, and understanding regarding all water projects to City staff.
10. Set priorities for CIP and ensure projects are completed on time as listed in the rate study.
11. Potentially attract members with expertise in water and wastewater issues. This adds substantial and important local knowledge when working with any necessary consultants.
12. Increased interface and communications with other water/wastewater organizations and boards.

Purpose of a commission?

1. Advise and make recommendations to the City Council regarding management, extension, and operations of the water and wastewater enterprises.

2. Provide additional resources for technical and financial advice to the City Council and City staff.
3. Assess potential talent of local citizens to supplement City staff expertise.
4. Build public trust in City Council decisions that are advised by a formal citizen's commission.
5. Provide suggested solutions to enterprise issues in lieu of the present system of only listening to complaints of poor decisions.

What tasks could be given to the commission?

1. Oversight of enterprise operations including financials, CIP, rates, and operational issues.
2. Consider the annual enterprise budget and make recommendations to the City Council and City Manager.
3. Recommend to the City Council regarding acquisition, disposition or repair of facilities, equipment, and supplies relating to the enterprise systems.
4. Act as required oversight for Measure H.
5. Assume duties of Water Advisory Board during Phase II and higher emergencies.
6. Provide peer review of City staff proposals and outside consultant input.
7. Provide a monthly forum for rate payers to ask questions and voice issues.
8. Pursue, along with staff, opportunities for grants and funding of the enterprises.
9. Work with other Napa County and City organizations to look at best practices for the conservation of water.
10. On a five-year basis, advise on water/wastewater rates and during the intervening years make sure that the Enterprise is following the rate plan.
11. Make studies of long-range plans for securing sources of domestic water supply for recommendation to the City Council.

Narrowing the Focus

After many weeks of discussion by the WWE Committee, on May 6, 2024, staff presented a Duty/Topic Matrix (Attachment 2) to the committee for discussion. Items 1 - 17 on the matrix were derived from WWE Committee discussions and items included in #18 were taken from the current City Council goals and staff workplan.

The committee discussed the various options and came to unanimous agreement on the following:

1. There are certain areas which a committee may be beneficial.
2. Duties and scope of the committee should align with City Council Goals and staff workplan.
3. A committee should minimize the effect on staff.
4. A committee would need to add value.
5. Expertise would be required of committee member qualifications.
6. Have an initial trial basis of a committee.
7. Predetermine how to judge the success of the trial period.

The WWE Committee met on June 7, 2024, to review the draft committee recommendation and on June 28, 2024, unanimously supported the recommendation to City Council for a Trial Water/Wastewater Advisory Committee as noted above and provided as Attachment 1.

Staff Input/Clarifications

Staff again would like to thank the committee members who dedicated their time and resources during the six months this Ad Hoc group met. While many topics were discussed the group came together with one recommendation to City Council.

In finalizing this report, staff recognized there are points of clarification needed if City Council moves forward with a trial water/wastewater committee. They are outlined as follows:

1. Define process for committee assignments by City Council. As noted in the draft recommendation, the committee is intended to be an added resource to the City Council and City staff serving at the will of the City Council. Staffs recommendation is that annually City Council receive feedback from the Committee and staff on priorities. Council will then develop and set the workplan for the Committee on an annual basis.
2. Clarify focused actions. Determine what actions would be required of a committee such as reporting requirements. Would this group report to City Council on an annual basis, at the conclusion of an assignment, etc.
3. Define goals and actions of committee assignments. The recommendation by the WWE Committee lists six areas the committee may focus on during its initial term; however, the six items are very broad. e.g. Water supplies and distribution. In order to be successful, any assignments would need to be better defined. e.g. research and prepare a report for City Council on alternative water supplies and distribution channels that may be feasible for St. Helena. As Council sets the workplan, defined focus would be beneficial.
4. Recommended Timeline. If City Council moves forward with a trial water/wastewater committee, staff recommends the following timeline:
 - o September/October 2024 - City Council appoint Ad Hoc Committee to finalize the draft water/wastewater committee structure and further define/develop trial period tasks.
 - o October 22, 2024 - Committee structure and trial period tasks presented to City Council for consideration and approval.
 - o October 28 - December 1, 2024 - Applications accepted for appointment to Committee.
 - o December 10, 2024 - Applicant Interviews and City Council appointment of Committee members.
 - o January 2025 - First meeting of Committee.
 - o December 2026 - City Council review of effectiveness of Committee.

ENVIRONMENTAL REVIEW: N/A

GOAL:

Goal 3: Pursue Water Security & Sustainable Management of Water Resources
Goal 4: Provide Effective Community Information & Opportunities for Engagement
Goal 7: Enhance Organizational Effectiveness
Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

[Attachment 1 - Water/Wastewater Exploratory Committee Recommendation.final approved 062824](#)
[Attachment 2 - Duties and Topics Matrix 050624](#)

Water/Wastewater Committee ("Committee") Recommendation

As with other Council appointed committees, this Committee will serve at the will of the City Council.

Purpose:

The purpose of the Committee is to be an added resource to City Council and City staff by being available to provide technical assistance, evaluate long-term needs and develop plans to address those needs, and to serve as a trusted resource as staff manages various projects, as assigned by City Council.

Philosophy:

The philosophy of the Committee is to look ahead and to build a culture where members of the Committee can collaborate with and be supportive of staff in a collegial, respectful manner. It will not be a forum to override council priorities/direction or seek to manage staff or projects. The Committee will be forward-thinking in nature, with a focus on current policy issues and long-term planning through policy development.

Trial Period and Reasoning:

A trial period of 24 months is being recommended with regularly scheduled meetings every two months, meeting a minimum of 10 times during the trial period. The trial period is intended to allow rapport to be built with the Committee members, City Council, and City staff, and for the Committee to gain a better understanding of Enterprise needs and how this Committee can be utilized as a valuable and trusted resource for the City.

Composition, Structure, and Term:

As with other Committees of the City Council, this Committee will be Brown Act compliant with the following composition: (1) comprised of highly skilled professionals in technical or business disciplines, (2) composed of five regular voting members and one alternate, (3) a minimum of three regular members shall (be encourage to) have relevant professional competency, and (4) one member may be a ratepayer residing outside the City limits.

If the Committee is deemed to be an effective resource worthy of continuance past the trial period, City Council will be asked to take action to extend the existence of the committee and/or convert it to a standing committee. The term of a Committee member shall be four years with staggered terms.

Duties:

Members of the Committee and the Committee as an entity serve in an advisory capacity to the City Council on matters pertaining to the Water and Wastewater

Enterprises (“Enterprises”), present and future, as directed by the City Council and aligned with City Council goals and objectives, and City staff’s workplan and capacity. These matters could include policy formation/updates related to:

1. The protection, integrity, use and reuse of the City’s water resources.
2. Development and implementation of programs that achieve City Council goals and objectives related to water supply management, water conservation, water reuse, water demand management, and wastewater management.
3. Attendance and reports on relevant countywide commissions and committees.

Based on the adopted City Council goals and current staff workplan, it is anticipated the Committee may focus its initial term in the following areas:

- Water supplies and distribution.
- Water demand and conservation management.
- Wastewater treatment and collection.
- Water conservation/consumption/reuse.
- Water quality.
- Citizen input and education.

Evaluation of Trial Period

At the end of the 24-month trial period, City Council will seek input from City staff, and members of the Committee in order to evaluate the efficacy and effectiveness of the Committee. The City Council at its sole discretion will determine if this Committee continues to exist. The evaluation will be subjective utilizing the following considerations, as a starting point, to determine if the Committee met its purpose. Additional considerations of the success of the committee include but is not limited to: (1) staff considers the Committee was beneficial to their work product, (2) the Committee’s focus, efforts, productivity, and time requirements aligned well with staffing capacity, and (3) the Committee advanced the goals and objectives of the City Council.

	Duties/Topics
1	Annually, the City Council reviews and updates the taskforce assignments
2	Oversight of enterprise operations including: financials, budgets, CIP, rates, and operational issues
3	Pursue opportunities for grants and funding
4	Advise on Water and Wastewater rates during rate study process
5	Provide additional resources for financial advice to staff
6	Technical Guidance - Develop a streamlined process for evaluation of technical details and inputs from suppliers regarding proposed solutions. - Evaluation for merit, projects and proposals meet their intended performance targets (both financially and technically)
7	Recommend to the City Council acquisition, disposition, or repair of facilities, equipment, and supplies related to the Water and Wastewater systems
8	Help structure the process for reporting CIP project and project status/updates
9	Recommend to the City Council plans, rules, and regulations pertaining to the above, including fixing rates, charges, or other payments
10	At the direction of Council, make studies of long-range plans such as: (1) securing sources of domestic water supply that can include all water sources, water reclamation, storage, and conservation; (2) water issues such as recapture and conservation; and (3) infrastructure to accommodate #1 and #2. Take the long term view and make recommendations to City Council
11	Provide a forum for Rate payers to ask questions and voice concerns
12	Advisory Board to the City Council on all matters pertaining to the Water and Wastewater Enterprises
13	Be there as a group to bounce things off of
14	Stormwater - someone to look at how to recapture stormwater and find a solution and better ways of doing things
15	Be another set of eyes that are more focused on a particular problem - allows a filter and allows the City Council to let the committee look at the issue and go through a process for recommendation.
16	Philosophy of taskforce: does not look backwards, but looks forward. Not a place where people can come rehash the past problems, but looking to things going forward. Not criticizing. Focus on long-term planning and not overburdening staff.
17	Work with other Napa County and City organizations to look at best practices for the conservation of water
18	COUNCIL GOALS AND STAFF WORKPLAN
18a	2.300 Exploration of solar on water/wastewater infrastructure
18b	2.614 Develop Recycled Water Master Plan
18c	2.615 Explore use of tertiary water (resulting from treatment at the WW plant) to expand the amount of potable water by further treatment and/or mission with water as the reservoir
18d	2.1100 Explore limits on City's capacity to provide water to City residents beyond the existing RHNA cycle (part of Safe Yield and Water Neutrality?)
18e	3.110 Update Water Neutrality Policy and Safe Yield Analysis
18f	3.500 Review Current Water Allocations During Phase II and Phase III Water Emergencies for Recommended Changes
18g	3.600 Review Current Penalty Structure for the Phase II and Phase III Water Emergency
18h	3.700 Develop and Refine Incentive Programs (Leak Repair, Gray Water, Customer Assessment Services, other rebates/incentives (enhancements and help for low income and/or seniors)
18i	3.810 Evaluate and pursue additional water sources (e.g. alternative municipal well, Sites Reservoir in Colusa County, Adventist Health Wells, Rector Dam surplus water, etc.)
18j	3.900 Investigate feasibility of using recycled/reclaimed wastewater for either groundwater recharge or for mixing with our domestic water supplies.

From: [Christopher J Warner](#)
To: [Cindy Tzafopoulos](#)
Subject: [External] August 27, 2024 City Council Agenda - Comments on Agenda Item 13.2, Water and Wastewater Advisory Committee
Date: Monday, August 26, 2024 8:49:02 AM

Here are some comments on Agenda Item 13.2:

The draft recommendation and staff report in several places indicate that the Committee, if approved, will have no authority or duties or topics on which to advise and prepare reports EXCEPT as specifically assigned to it by the City Council and supported by City staff. This is important, because the City staff and Council face serious shortages in both funds and time to devote to priority City issues. Any new "advisory" committee should not distract or conflict with Council and City staff priorities unless absolutely necessary and not otherwise addressed directly by the Council, the City staff or other City entities, such as the Planning Commission, Measure H Advisory Committee, Water Advisory Committee et al.

However, the draft recommendation and staff report in certain places appear to support a broad and confusing scope of duties and priorities for the Committee, even before the City Council has a chance to develop and approve a specific workplan with specific assignments to the Committee.

This is very confusing and should be clarified by the Council before any approval of the Committee, even on a trial basis. If the Council approves the Committee (which should be carefully decided at the outset), then the Council should make clear that the Committee has no specific authority or duties except those specifically assigned to the Committee in the annual workplan and supported by City staff as not duplicating work, duties and priorities of other City departments and entities.

The City's current financial and expenditure priorities make it essential that no additional priorities or programs be developed that distract unnecessarily from the City's existing priorities and services, including those within the scope and workload of the Council, the City staff and other City entities.

My comments are personal only, and are not based on any position, duties or affiliation with any entity, including the City.

Thx for consideration of these comments.

Christopher J. Warner
1434 Grayson Avenue
St. Helena, CA 94574
415-309-9572

Garry L. Rose
WWE Committee Member

August 26, 2024

St. Helena City Council Members

RE: August 27 Regular City Council Meeting,
Agenda Item 13.2, Review, Discussion, and Direction of Ad Hoc Water/Wastewater Exploratory
Committee Recommendation to City Council.

Dear St. Helena City Council

Item 13.2, asks the St. Helena City Council to review and discuss the WWE Committee recommendation and provide direction to the staff. The agenda report lists Background, Discussion, WWE Committee Recommendation for City Council Consideration (Summary), WWE Committee Meeting Discussion Items, and Documents Attachments.

The City Staff added a section identified as Staff Input/Clarifications, which consists of four (4) items. The fourth item being a recommended timeline. Items 1 through 3 are subjects that were previously discussed by the WWE Committee and are well summarized in Attachment 1, Water/Wastewater Committee ("Committee") Recommendation.

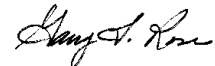
My opinion is, the appointment of another ad hoc committee to re-address items 1 through 3 is unnecessary and requires additional staff time. Any additional discussion on these three (3) items can be accomplished by the proposed standing committee, after they are appointed.

Having served on the ad hoc committee and taken part in the many discussions regarding issues stated in items 1 through 3 of the Staff Input/Clarifications, I think these three (3) items are well covered in Attachment 1, Committee Recommendation. The goals and actions are intentionally broad due to the fact that the proposed Committee will be involved with many aspects of the water and wastewater enterprises, over an extended time. The subject matter determined by the City Council will be on issues that exist now and in the future. This necessitates flexibility in the focus of this proposed committee. The water and wastewater enterprises are on-going entities and as such need on-going input and support. This is in contrast to an ad hoc committee assigned to address a single issue and then disbanded.

I would suggest that the City Council approve a motion to form the standing committee per Attachment 1, Water/Wastewater Committee Recommendation and revise item 4, recommended timeline to read

- September/October 2024 – St. Helena City Council direct staff in conjunction with prior ad hoc committee citizen members to promote and recruit potential standing committee members per Attachment 1 recommendations.
- November 2024 – Applications accepted for appointment to Committee.
- December 10, 2024 – Applicant interviews and City Council appointment of Committee members.
- January 2025 – First meeting of Committee
- January 2026 – City Council review of Committee effectiveness

Respectfully submitted August 26, 2024



Garry L. Rose